

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: 97/41

I.R.C. NO: 97/696

DATE APPROVED/COMMENCEMENT: 25 February 1997

TERM: Expires 2 January 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

TITLE: Cordina Chicken Enterprise Agreement

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by Poultry Industry Preparation (State) Award and Poultry Industrial Preparation (State) Wages Award at Girraween Plant.

PARTIES: Cordina Chicken Farms Pty Ltd and Cordina Foods Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch



**CORDINA CHICKEN FARMS PTY LTD
AND CORDINA FOODS PTY LTD
ENTERPRISE AGREEMENT**

1. TITLE

This agreement shall be known as the Cordina Chicken Enterprise Agreement.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Parties, Duration and Incidence
4. No Duress
5. Inconsistency
6. Aims and Objectives
7. Flexibility of Hours
8. Rosters
9. Overtime
10. Public Holidays
11. Sick Leave
12. Rostered Day Off
13. Wages Rates
14. Weekly Attendance Bonus
15. Consultative Committee
16. Disputes Resolution Procedure
17. Operation and Duration
18. Signatures

Schedule A Rates of Pay.

3. PARTIES, AND INCIDENCE

This agreement has been made between Cordina Chicken Farms Pty Limited and Cordina Foods Pty Limited herein after referred to as the "Company", and the Australasian Meat Industry Employees' Union- New South Wales Branch herein after referred to as the "Union", and shall apply to all employees' employed at the Girraween Plant and who are covered by the Poultry Industry Preparation (State) Award.(IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRC no 6081 of 1996)

4. NO DURESS

This agreement is the result of co-operative discussions between all parties and has been negotiated freely and constructively and entered into without duress.

Registered
Enterprise Agreement

Industrial Registrar
Cordina Chicken Farms Pty Limited

5. **INCONSISTENCY**

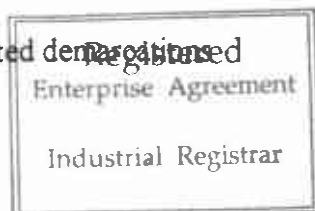
This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRCno 6081 of 1996) but in the event of any inconsistency between this agreement and these awards this agreement shall take precedence. Where this agreement is silent then the relevant provisions of the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry preparation Wages (State) Award (IRC no 6081 of 1996) shall apply

6. **AIMS AND OBJECTIVES**

- (i) To improve the efficiency and productivity of the plant by ensuring present workplace practices are more closely attuned to current and future needs and objectives of the business.
- (ii) To allow the business to operate efficiently and unimpeded at all times without interruptions to work and thereby stabilise employee earnings.
- (iii) To promote discussion, agreement and implementation on improvements to productivity which will include but not limited to issues such as:
 - Absenteeism
 - OH&S including claim costs
 - Product yields and recoveries
 - Reduced waste
 - Product quality (meaning specification on time)
 - Operating Costs.
- (iv) To achieve improvement in productivity, efficiency and flexibility to significantly increase the Company's competitiveness which will in turn provide secure and worthwhile employment for employees.
- (v) To provide career paths for employees through structured training.
- (vi) To share the benefits of increased productivity and improved efficiencies with employees through improved wages, conditions and security of employment.
- (vii) Eliminating work practices which have supported demarcations between various classes of employees.

7. **FLEXIBILITY OF HOURS**

The following system in relation to flexibility of hours shall apply:



- (i) The ordinary hours of work, for day workers exclusive of meal breaks, shall not be more than 38 hours per week, Monday to Saturday inclusive, worked on no more than 5 consecutive days provided that:
- (a) Saturday (when worked as ordinary time) shall be paid at time and a half
 - (b) The maximum ordinary hours per day shall not exceed 9 hours in the primary processing areas. (Hanging to Packing Section)
 - (c) The total number of 9 hour days per week in the primary processing areas shall not exceed 2 per week.
 - (d) The maximum ordinary hours per day shall not exceed 10 hours in the non-primary processing areas.
 - (e) The total number of 10 hour days in the non primary processing areas shall not exceed 2 per week.
 - (f) The maximum ordinary hours to be worked on a Friday shall not exceed 9 hours.

8. ROSTERS

8.1 Rosters shall be classified into 2 categories: Rosters will be implemented section by section depending on work requirements .

- (a) Standard Roster: Rosters shall be preset for the week and may be changed with 48 hours notice, unless this notice period is waived by the employee. This 48 hour notice period may be waived by the company 2 weeks before and after the Easter and Christmas Holiday breaks. Standard rosters will normally apply to the primary processing areas
- (b) Flexible Roster: Rosters shall be preset for the week, however changes to the roster may be made on a daily basis by agreement between Section Supervisor and Employee. The Supervisor shall not make any unreasonable requests in respect of roster changes. This provision also applies to employees requiring time off. Employees may apply to their Supervisor for time off who will consider any reasonable request . Flexible rosters will normally apply to non primary processing areas .

9. Overtime

9.1 Overtime in relation to Standard Rosters shall be paid in accordance to the award.



9.2 Overtime hours in relation to Flexible Rosters shall be paid as follows:
The first 8 hours in excess of 38 hours per week (or 40 hours if flexi-days apply) shall be at time and a half.

9.3 Overtime hours in excess of 8 hours shall be double time.

Notes

- Calculations in 9.2 Above will be pro-rated for part weeks worked resulting from holidays, sick pay or public holidays.

9.4 In the event of a plant breakdown any additional hours worked in excess of rostered hours as a result of the breakdown shall be excluded from the overtime calculation 9.2 above and paid as follows:

- first two hours shall be paid at time and a half
- hours in excess of two hours paid at double time.

9.5 Compulsory Work on 2 Saturdays per year, excluding Easter Saturday and Christmas Eve if it falls on a Saturday, and shall be paid the applicable rate of pay.

10 PUBLIC HOLIDAYS

10.1 (a) The following days shall be holidays for the purpose of this agreement:

- * New Year's Day;
- * Australia Day;
- * Good Friday;
- * Anzac Day;
- * Christmas Day;
- * and any day proclaimed a holiday for the State.

(b) All time worked on any of the holidays named in paragraph (a) of this sub-clause shall be paid at the rate of double time and one-half with a minimum of four (4) hours at such rate.

10.2 (a) The following day or days shall be holidays for the purpose of this agreement: And may be worked after agreement is reached with the employee's on a strictly voluntary basis.

- * Easter Monday;
- * Boxing Day.

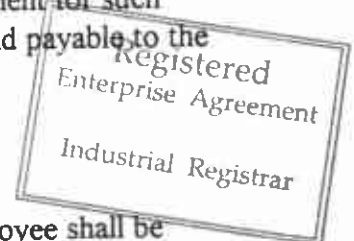
(b) All time worked on any of the holidays named in paragraph (a) of this sub-clause, shall be paid at the rate of time and one-half with an additional day off in lieu.



- 10.3 (a) The following day or-days shall be holidays for the purpose of this agreement: And may be worked after agreement is reached with the employee's on a strictly voluntary basis.
- * Queen's Birthday;
 - * Labour Day;
 - * Union Picnic Day.
- (b) All work performed on the days named in paragraph (a) of this sub-clause shall be worked as part of ordinary hours;
- (c) All work performed on the days name in paragraph (a) of this sub-clause shall be paid at the rate of time with an additional day off in lieu.
- (d) The requirement to work on holidays as outline in sub-clauses 10.1, 10.2, and 10.3 of this clause shall be on a voluntary basis.
- (e) An employee shall not be entitled to payment for any such holiday or holidays if the employee is absent from his/her employment on any part of the working day before or after such holiday or holidays, except where the absence is with the consent of the employer or on account of Annual Leave, Workers Compensation, Compassionate Leave, Personal Sickness or incapacity.
- (f) A doctor's certificate provided by the employee if required by the employer shall be proof of the sickness or incapacity, provided that:
- (i) where consecutive holidays occur the employee shall be entitled to payment for one of those days if he/she is otherwise absent on either the working day before or after such holiday.
 - (ii) if the employee is dismissed by the employer through no fault of the employee on the working day before the holiday or holidays he/she shall qualify for payment for such holiday or holidays.
 - (iii) if an employee is dismissed through no fault of his/her own within fourteen (14) days before any of the aforementioned holidays and is re-engaged within fourteen (14) days after any of the aforementioned holidays, he/she shall be deemed to have been dismissed for the purpose of evading payment for such holidays and payment so evaded shall be due and payable to the employee.

11. SICK LEAVE.

Sick Pay shall be accrued on a weekly pro-rata basis. No employee shall be entitled to any less leave than provided under the award (i.e. 5 days first year, 10 days subsequent years.)



12. ROSTERED DAYS OFF

- (i) The company shall offer all employees the opportunity to accrue a rostered day off which shall fall due after 19 ordinary week days, Monday to Friday, including Public Holidays, paid sick leave, paid compassionate leave, and paid jury service.
- (ii) Rostered days off may be accumulated.
- (iii) There shall be a qualifying period of three (3) months in respect of new employees.
- (vi) The Rostered Day Off system shall not apply to employees whose job function is or less than 7.6 hours per day (Hanging Area and Evisceration). However, if such job function reverts to 7.6 hours per day or more, such employee shall become entitled to the provisions of this clause.

13. WAGE RATES

13.1 **Pay Offer effective from date E.B.A. is signed /Approved:**
 2 Year Agreement: 11.5% Increase on Current Rates
 (Equals \$45.00 per week)

Payable (1): \$25.00 per week 1st Year

Payable (2): \$20.00 per week 2nd Year Attendance Bonus.

The rates of pay are set out in schedule A of this agreement .

The coolroom allowance shall be the same for all employees.

14.0 WEEKLY ATTENDANCE BONUS.

14.1 A weekly Attendance Bonus of \$20 shall be paid at the commencement of the second year (2nd of January 1998) of this agreement with the following provisions .

- (a) An employee who takes a sick day shall not be paid the attendance bonus for that week.
- (b) Attendance bonus will not be paid to An employee who is on holidays (pro-rated i.e. payable for part weeks worked).
- (c) Late Attendance: At discretion of plant manager only repeat offenders will be penalised their attendance bonus for the week Employees will not be penalised if there are legitimate reasons for being late.



- (d) If an employee reports to work and subsequently goes off sick, the bonus will be paid.
- (e) The Attendance Bonus will be payable in respect of Workers Compensation, Superannuation and Public Holidays.

The parties agree that during the life of this agreement that further improvements in productivity, efficiency and flexibility, based on the aims and objectives expressed in Clause 6 may be implemented. Wage increases resulting from sharing of measured real gains in productivity or efficiencies are available during the life of the agreement. Discussions in this regard shall proceed without any duress.

15 CONSULTATIVE COMMITTEE

A critical part of this agreement is the commitment by the company and employees to the ongoing overall review of the efficiency of and competitiveness of the company's operations. This review will continue to be conducted jointly by management and employees under the guidance of the Consultative Committee.

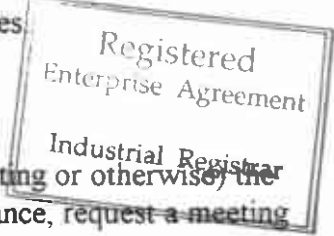
16. DISPUTE RESOLUTION PROCEDURE

The objects of the Disputes Resolution Procedure are to:

- (i) promote resolution of disputes by measures based on consultation, co-operation and discussion;
- (ii) reduce the level of industrial confrontation; and
- (iii) avoid interruption to the performance of work and the consequential loss of production and wages.

Procedure relating to an individual employee.

- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state remedy sought.
- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.



- (iv) At the conclusion of this discussion, the employer must provide, in writing, a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While this procedure is being followed, normal work must continue.
- (vi) The employee may be represented by the Union.

Procedure for a dispute between an employer and employees.

- (i) A question, dispute or difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (ii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iii) While this procedure is being followed, normal work must continue.
- (iv) The employer may be represented by an industrial organisation of employer and the employees may be represented by the Union for the purpose of each procedure.
- (v) Each party retains the right to pursue any matter through the appropriate industrial forum and while this process is being pursued, work is to be made available and performed without prejudicing the outcome.

17. DURATION

This agreement shall come into force from ^{25th February 1997} ~~the first pay period commencing on~~
~~or after the date that agreement is reached between the parties~~ and shall remain
 in force until the 2nd of January 1999 .



18. **signatures**

Signed for and on behalf of:

Cordina Chicken Farms
Pty Limited and
Cordina Foods Pty Limited)

In the presence of)

Dated this 7 day of *January* 1997

The Australasian Meat Industry)
Employees' Union - New South)
Wales Branch)

In the presence of)

Dated this 7 day of *January* 1997



[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

P. W. Ish...

[Handwritten signature]



SCHEDULE A RATES OF PAY.

The following weekly rates shall be payable to employees in the respective classification from the agreed date..

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	\$10.44474	\$396.90
LEVEL 2	\$10.7895	\$410.00
LEVEL 3	\$10.9895	\$417.60
LEVEL 4	\$11.17895	\$424.80
LEVEL 5	\$11.37895	\$432.40
LEVEL 6	\$12.03158	\$457.20

Attendance Bonus of \$20.00 per week shall be paid commencing the 2nd of January 1998. in accordance with clause 13 wages rates, and clause 14 attendance bonus of this agreement.

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	\$10.97105	\$416.90
LEVEL 2	\$11.31579	\$430.00
LEVEL 3	\$11.51579	\$437.60
LEVEL 4	\$11.70526	\$444.80
LEVEL 5	\$11.90526	\$452.40
LEVEL 6	\$12.55789	\$477.20

Casual Employee's shall be paid an hourly rate of one thirty eighth of the weekly rate plus 21% loading.

ALLOWANCES

All allowances shall be paid in accordance with The Poultry Industry Preparation Wages (State) Award (1996).

