

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/72

TITLE: Inghams Enterprises Pty Ltd (Hoxton Park) Enterprise Agreement 1997

I.R.C. NO: 98/392

DATE APPROVED/COMMENCEMENT: 20 February 1998

TERM: Expires 5 August 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award at Kurrajong Road, Hoxton Park 2171

PARTIES: Inghams Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

Registered
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Industrial Registrar

**INGHAMS ENTERPRISES PTY LTD
(HOXTON PARK)
ENTERPRISE AGREEMENT - 1997**

PREAMBLE

This agreement made the 3rd day of OCTOBER 1997 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australasian Meat Industry Employees' 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 (Hoxton Park) Enterprise Agreement 1997.

2. ARRANGEMENT

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MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Hoxton Park processing plant located at Kurrajong Road, Hoxton Park, New South Wales, only in respect to its employee covered by the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC no 6081 of 1996).

4. PARTIES BOUND

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd;
- (b) The Australasian Meat Industry Employees' Union - New South Wales Branch; and
- (c) All employees of the Company covered by the Award working at the Hoxton Park plant.



5. RELATIONSHIP TO EXISTING AWARD

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. Award. (IRC no 6081 of 1996) but in the event of any inconsistency between this agreement and the above awards, this agreement shall take precedence.

Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.

6. INTRODUCTION

Since 1991 enterprise agreements have been entered into between Inghams Enterprises Pty Ltd and the AMIEU at the various Company plants in New South Wales with the general objectives of:

- Improving the productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures, which would significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- Developing an environment of continuous improvement, which is conducive to a flexible work organisation able to respond to changing demands in the industry.
- Adopting a participative approach to implementing increased and sustained productivity improvements across all areas of the operations of the Company.

Unfortunately the changes implemented to date have not kept pace with the competitive and cost pressures facing the Company.

Through this agreement the parties seek to record the measures by which the pressures and demands on the Company can be met.

7. OBJECTIVE

The objective of this agreement is to establish the framework within which the changes necessary to meet the challenges facing the Company and its employees will be implemented.

While the timing of the introduction of the changes will be decided by the Company in the context of its operational requirements, employees will be consulted regarding the

introduction of the changes and measures to avert or mitigate any adverse effects of such changes on employees.

8. WORKPLACE CHANGE

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



8.1 Hours of work

- (a) The ordinary hours of work for day workers may be worked between 5:00am and 6.00 pm. Therefore, the afternoon shift for distribution shall be a shift finishing after 6.00 pm and before 12.00 midnight.
- (b) The boning room afternoon shift shall be shift finishing after 6.00 pm and before 1.00 am.
- (c) For the new Value Added Section the ordinary hours of work for day workers may be worked between 5.00 am and 7.30 pm. Therefore, the afternoon shift shall be a shift finishing after 7.30 pm and before 1.00 am.

8.2 Absenteeism

The following measures will be introduced to reduce the current unacceptable levels of absenteeism:

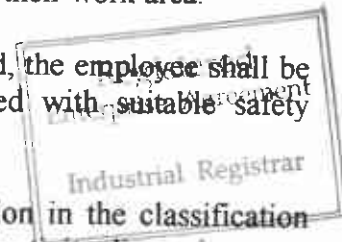
- (a) If any employee is absent from work (unpaid) in any week, then that employee shall not be offered overtime in that week or the following week which ever is applicable. Special circumstances, such as granted leave of absence will be considered.
- (b) Any employee who is absent from work shall notify the Company within 2 hours of normal starting time on the first day of such absence and shall indicate the probable duration of the absence.
- (c) Any employee who arrives at work 15 minutes past their scheduled start time and has not advised the company that they will be late shall be sent home without pay. The employee may apply for payment as for or a rostered day off or as a day of annual leave. Sick leave shall not be available in such circumstances.

8.3 Productivity Gains

- (a) Deboning of poultry on the day of processing without the requirement for any maturation period. The Company will provide appropriate training taking into account occupational health and safety issues.
- (b) Increased manual bagging of birds because of mechanical problems being experienced with Auto Baggers.

The Company shall endeavour to overcome the problems with the Auto Baggers and the Consultative Committee and the Union shall monitor this.

- (c) Increased rotation between workers, and the need for multi-skilling. Rotation shall be further extended with it being accepted as standard practice. The Consultative Committee shall set up this system of introduction for rotation.
- (d) As part of multi-skilling, any meat worker shall carry out any cleaning job requested of them, the cleaning job shall be specific to their work area.
- If any chemical or specialised equipment is to be used, the employee shall be given the appropriate training and shall be provided with suitable safety equipment.
- (e) Where a person develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (f) Cut up line speed to be increased from 60 birds per minute to 70 birds per minute.
- (g) Those areas with a shortage of labour (excluding the process line) because of absenteeism on a given day shall commence work and continue to work for a reasonable time to allow casual labour to be brought in. The delegate in conjunction with the supervisor of each section shall determine what is to be considered as a reasonable time. The Union agrees to assist the Company to reduce absenteeism.
- (h) In recognition of the modernisation of wrapping and pricing equipment, the Company, employees' and the Union shall work together to redeploy personnel to ensure appropriate manning in this section.
- (i) The parties recognise the improvement through staggered breaks and this will be extended, following consultation between the Company, employees' and the Union.
- (j) A program will be developed whereby certain meat workers are trained by tradespersons to carry out minor adjustments and machine changes. This program will be developed in conjunction with appropriate metal trade's employees, after agreement with the Union.
- (k) The Consultative Committee shall address the practice of job and go. When work finishes prior to normal rostered finish time in any area the employees shall be involved in task force or training activities, or be involved in cleaning or tidying up their immediate area.
- (l) Where the practice of employees assisting other sections during normal ordinary hours is now in operation, this shall continue.
- (m) The Company agrees to co-operate with the appropriate National and State bodies in the writing of the Competency Standards for the poultry industry.
- (n) There is recognition by the Company that bird weights have increased over the past few years. The Safety Committee is to monitor any adverse occupational



health and safety consequences that may be brought about as bird weights increase.

- (o) Employee's who have in excess of days sick leave credit may request payout of the amount in excess of the 10 days. Such payment shall be made in conjunction with the employee's annual leave and their sick leave credit shall be reduced accordingly.
- (p) On request, accumulated leisure days may be paid out to an individual employee, in accordance with agreed local arrangements.

8.4 Payment of Wages & Allowances

As from 1 February 1997 all wages and allowances including meal allowances shall be paid by electronic funds transfer into a bank account nominated by the employee.

8.5 Quarterly Meeting

At a time mutually agreed between the Company and the Union one mass meeting of employees of a maximum duration of 60 minutes will be available once per quarter. Employees guarantee to finish the day's production before leaving the site.

8.6 RDO's

New employees employed in the freezers shall take their RDO's on a roster basis on all days of the week as per the arrangements in the factory proper.

9. UNION RECOGNITION AND MEMBERSHIP

- (a) The company recognises the Australasian Meat Industry Employees Union as the union to represent its process workers.
- (b) All employees shall be provided with be an application form to join the union at the point of recruitment and shall be introduced to the union delegate.
- (c) The company undertakes upon authorisation by any employee to deduct membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of The Australasian Meat Industry Employees Union. Such monies collected shall be forwarded to the union in the month following collection, together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

10. WORKPLACE DELEGATES

An employee elected as a union representative shall upon notification to the company by the union, be recognised as the accredited union representative, and shall be allowed necessary time during working hours to interview relevant company representatives on matters affecting employees of the company.

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11. **CONSULTATIVE COMMITTEE**

A critical part of this agreement is a commitment by employee's and the company to the ongoing overall review of the efficiency and competitiveness of the factory. This review will continue to be conducted jointly by management and employees under the guidance of the consultative committee.

This committee shall continue to meet throughout the term of this agreement to discuss and implement opportunities for further improvements in operations.

The consultative committee shall operate in accordance with the agreed Constitution.

12. **CONSULTATION**

The Company will continue to take every available opportunity to develop practices, which lead to the strengthening of the direct Management, and Employee relationship that enables the employees' to identify with the performance of the company.

The Consultative process is one such element in which all employees are able to make a contribution to the decision making process of the Company.

In recognition of the need for a joint approach to problem solving in the industry, the parties commit themselves to ongoing consultation at all levels.

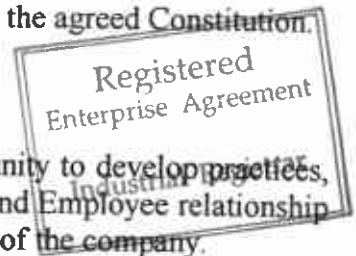
13.. **DISPUTES PROCEDURE**

The object of the Disputes Procedure is 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.

Should a dispute arise, in the future, at the works of the company, the following procedure shall apply:

- (a) There shall not be a cessation of work.
- (b) The union delegate shall forthwith submit the dispute to the management.
- (c) In the first instance the dispute should be dealt with quickly and effectively between the job delegates and management.
- (d) Failing settlement of the dispute the management shall discuss the dispute with the President or Secretary of the union or other official(s) designated by the union.
- (e) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter given rise to the dispute.



- (f) Failing agreement, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.

14. GRIEVANCE PROCEDURE

Procedure in relation 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 the 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 (if requested) a response to the employee's grievance, if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue.
- (vi) The employee may be represented by the Union.

15. WAGE INCREASES

- (a) In consideration of the implementation of the productivity measures referred to herein, the weekly wages of employees covered by this agreement shall be increased by 5% as the first pay period to commence on or after 5 August 1997. The new wage rates resulting from this increase are set out in the attached Schedule B Rates Pay.
- (b) A further 5% increase in wages shall apply from the first pay period to commence on or after 5 August 1998 and are set out in the attached Schedule B Rates Pay.

16. ALLOWANCES.

- 16.1 A freezer allowance shall be paid as set out in Item 1 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.2 A hanging allowance shall be as set out in Item 2 of the said table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.3 A location allowance, shall be paid as set out in Item 3 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.4 A dirt allowance for the crate wash and reception area shall be paid as set out in Item 4 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.



16.5 A fork allowance shall be paid as set out in Item 5 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.

17. DURATION

This agreement shall take effect from the date it is approved by the Industrial Relations Commission, and shall remain in force until 5 August 1999. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

18. SIGNATORIES

Signed for and on behalf of:



Inghams Enterprises Pty Ltd

[Handwritten signature]

In the presence of

J.R. Jones

Dated this 22nd day of December 1997.

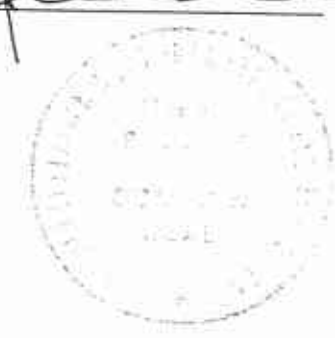
The Australasian Meat Industry Employees' Union - New South Wales Branch

C. Ditzel

In the presence of

[Handwritten signature]

Dated this 19th day of December 1997.



**PART B
MONETARY RATES**

Table 1 — Rates of Pay

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

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	\$11.9644	\$454.65
LEVEL 2	N/A	N/A
LEVEL 3	\$12.3430	\$469.05
LEVEL 4	\$12.6304	\$479.95
LEVEL 5	\$12.6138	\$479.33
LEVEL 6	N/A	N/A
BONER	\$12.9039	\$490.35

RATES OF PAY

The following weekly rates shall be payable to employees in the respective classification from the 5th of August 1998

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	\$12.5627	\$477.40
LEVEL 2	N/A	N/A
LEVEL 3	\$12.9605	\$492.50
LEVEL 4	\$13.2617	\$503.95
LEVEL 5	\$13.1663	\$500.30
LEVEL 6	\$13.5491	\$514.86

TABLE 2 Other Rates and Allowances.

Item No.	Clause No	Brief Description	Amount \$
1	16.1	Freezer allowance --- Minus 4 Minus 16 Freezer	\$0.12 per hour \$0.33 per hour \$0.89 per hour
2	16.2	Hanging allowance overtime rate	\$88.25 per week \$0.27 per hour
3	16.3	Location allowance overtime rate	\$28.00 per week \$0.72 per hour
4	16.4	Crate wash dirt allowance	\$0.33 per hour
5	16.5	Fork lift allowance	\$2.52 per day