

ENTERPRISE AGREEMENT

NO: E.A. 352 /1994

DATE REGISTERED: 16-9-94

PRICE: \$ 10.00

ENTERPRISE AGREEMENT

BETWEEN

INGHAMS ENTERPRISE PTY LTD (CASTLE HILL PLANT)

AND

THE AUSTRALIAN MEAT INDUSTRY EMPLOYEES
UNION, NEW SOUTH WALES BRANCH

(Filed with the Industrial Registrar on _____, 1993)

AN ENTERPRISE AGREEMENT made this _____, 1993),
pursuant to Chapter 2, Part 3, Division 2 of the Industrial
Relations Act 1991, between Inghams Enterprises Pty Ltd,
located at Crane Road, Castle Hill on the one part, and the
Australasian Meat Industry Employees Union, New South Wales
Branch, located at Trades Hall, 4 Goulburn Street, Sydney,
N.S.W. 2000.

1. ARRANGEMENT

<u>Clause Number</u>	<u>Clause Name</u>
1	Arrangement
2	Title and Application
3	Inconsistency
4	Parties Bound
5	Commitment and Consultation
6	Measures to achieve gains in productivity, efficiency and flexibility
7	Wage Increases
8	Duress
9	Duration
10	Not to be Used as a Precedent
11	Dispute Settlement Procedures
12	Signatories

2. TITLE AND APPLICATION

This agreement shall be known as The Inghams Enterprises Pty Limited (Castle Hill Plant) and AMIEU Enterprise Agreement, 1993 and shall apply at the Inghams Enterprises Pty Ltd, Castle Hill Plant, Crane Road, Castle Hill, New South Wales, in respect to all employees who are engaged under the terms and conditions of the Poultry Industry Preparation (State) Award.

3. INCONSISTENCY

Where conditions and rates of pay specified in this agreement are inconsistent with provisions of the Poultry Industry Preparation (State) Award or the Poultry Industry Preparation Wages (State) Award, this agreement shall override the said award to the extent of that inconsistency. Where this agreement is silent, the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award shall apply.

4. PARTIES BOUND

This agreement shall be binding upon:

- a. Inghams Enterprises Pty Limited, and
- b. The Australasian Meat Industry Employees Union, New South Wales Branch.

5. COMMITMENT AND CONSULTATION

It is acknowledged by all parties that the productivity and competitiveness of the Company must continue to be improved and that this agreement represents the first step in that process.

To assist in this process, it is agreed that a Consultative Committee will be established in accordance with Appendix "A".

The primary aim of the Consultative Committee is to improve the productivity and efficiency of the Company so as to enhance the security of the business and the employment of its employees.

6. 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 "rostered days off" as allocated by the Company are to be spread over the five days of the week. However, each employee shall have a Monday and a Friday as their rostered day's off in each 5 work cycles.
- (b) The Rostered Day Off will be taken when allocated unless exceptional circumstances occur.
- (c) The Company will try and maintain Rostered Day's Off over the busy Easter and Christmas periods. However, when the need arises because of production requirements the company may either postpone or pay-out the Rostered Day Off.
- (d) The plant will no longer close for the Award "Union Picnic Day". However, employees shall still be entitled to a Picnic Day holiday but it will be taken on a rostered basis at a time mutually agreed between the Company and the employee.

Provided that it shall not be taken on the working day before or after a Public Holiday.

- (e) In the event of a Production break-down or similar occurrence that requires the Live Bird Handlers to work overtime or work up to the stated completion time, no wash-up time will be paid.
- (f) The paid meal and fatigue breaks shall be reduced by 5 minutes immediately upon acceptance of this agreement with a further reduction of 5 minutes six months later.

The allocation of break times will be mutually agreed to by the company and employees.

- (g) Casual employees shall receive a minimum of four hours work if notified on the previous day of the requirement to work. If no notice is given, then a minimum of six hours will apply except in the case of breakdowns or other similar occurrences.
- (h) Casual employees will be paid ordinary time to a maximum of eight hours per day and thirty-eight hours per five day week Monday to Friday.

7. WAGE INCREASES

- (a) The following increases in weekly rates shall be payable to employees in the respective classifications from the agreed date.

<u>Classification</u>	<u>\$</u>
Process Employee Level 1	13.60
Process Employee Level 2	13.90
Process Employee Level 3	14.20
Process Employee Level 4	14.40
Process Employee Level 5	14.60
Process Employee Level 6	15.10

- (b) The amounts specified in sub-clause (a) hereof shall be payable in addition to rates of pay prescribed in the award.
- (c) There shall be no further wage increases for the life of this agreement except where provided in a future State Wage Case decision.

8. NO DURESS

This agreement was entered into voluntarily and no party was subjected to any form of duress at any stage during the agreement formation process.

9. DURATION

This Agreement shall apply from the first full pay period to commence on or after Registration and to remain in force for 12 months.

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10. NOT TO BE USED AS A PRECEDENT

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

11. DISPUTE SETTLEMENT PROCEDURES

The procedure for the resolution of grievances and industrial disputation concerning matters arising under this enterprise agreement shall be in accordance with the grievances and disputes procedure as prescribed by the Industrial Relations Act, 1991. CHAPTER 3 - DISPUTES, INDUSTRIAL ACTION AND OTHER MATTERS. PART 1 - DISPUTES AND INDUSTRIAL ACTION CONCERNING SETTLED RIGHTS UNDER AWARDS AND AGREEMENTS.

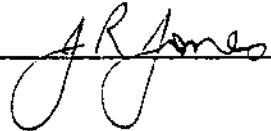
12. SIGNATORIES

Signed for and on behalf of:-

Inghams Enterprises Pty Ltd




In the presence of:

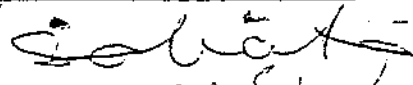


Australasian Meat Industry
Employees Union, New South
Wales Branch



In the presence of:




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