

ENTERPRISE AGREEMENT

NO: E.A. 425 /1994

DATE REGISTERED: 28-10-94

PRICE: \$ 10-00

ENTERPRISE AGREEMENT

BETWEEN

A.A. TEGEL PTY LTD (INGLEBURN)

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 A. A. Tegel Pty Ltd, located at Lot 64, Benson Road, Ingleburn NSW, 2565 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

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2. TITLE AND APPLICATION

This agreement shall be known as A.A. Tegel (Ingleburn) and AMIEU Enterprise Agreement, 1993 and shall apply at the A. A. Tegel Pty Ltd, Ingleburn Plant, Lot 65, Benson Road, Ingleburn, 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 or the Poultry Industry Preparation Wages (State) Award shall apply.

4. PARTIES BOUND

This agreement shall be binding upon:

- a. A.A. Tegel Pty Ltd, 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.

It is agreed that the Consultative Committee will assist in this process.

The primary aim of the Consultative Committee is to improve the productivity and work practices 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 four programmed seven minute additional rest breaks shall no longer apply.
- (b) The meals and rest periods provided in Clause 9 of the Award shall be taken at such times as mutually agreed between supervisors and employees by section.
- (c) During the Christmas stock build period the employer may decide to substitute up to 3 "rostered days off" for other days to be taken in conjunction with the plant Christmas closure or annual leave.

The days actually worked shall be treated as ordinary working days.

- (d) With 14 days notice the company may implement a plant rostered day off. Provided that only one such RDO may be notified each month.
- (e) An employee absent from work because of illness or injury shall prior to normal starting time, notify his/her supervisor of their inability to attend for work and as far as may be practicable, state the general nature of the illness or injury and the estimated duration of the absence.

7. WAGE INCREASES

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

<u>Classification</u>	\$
Process Bird Handler	15.00
Advanced Process Bird Handler	15.40
Post Process/By Products	15.20
Hygiene & Aesthetic Workers	14.80
Further Process/Steam Equipment Operator	15.00
All Others (Training)	14.50

(b) the amounts specified in sub-clause (a) hereof shall be payable in addition to rates of pay prescribed in the award.

(c) Subject to the provisions of the Poultry Industry Preparation Wages (State) Award and except for the absorption of overaward payments associated with the Minimum Rates Adjustment process existing levels of overaward payments applicable to employees shall be maintained.

(d) 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 on or after approval by the Commission and shall have a nominal life of 12 months.

10. NOT TO BE USED AS 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.

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:-

A.A. Tegel Pty Ltd

J. Dimitrac

In the presence of:

J.R. Jones

Australasian Meat Industry
Employees Union, New South
Wales Branch

P. W. ...

In the presence of:

[Signature]

Sa ...
O.S.W.