

ENTERPRISE AGREEMENT

NO: E.A. 41 /1995

DATE REGISTERED: 17-2-95

PRICE: \$ 10.00

ENTERPRISE AGREEMENT

BETWEEN

INGHAMS ENTERPRISE PTY LTD (CARDIFF FEEDMILL)

AND

CLERICAL EMPLOYEES

(Filed with the Industrial Registrar on , 1993)

AN ENTERPRISE AGREEMENT made this 23RD Day of November, 1993), pursuant to Chapter 2, Part 3, Division 2 of the Industrial Relations Act 1991, between Inghams Enterprises Pty Ltd, located at Nelson Road, Cardiff on the one part, and employees of the Company who are engaged under the terms and conditions of the Clerks (State) Award.

1. ARRANGEMENT

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2. TITLE AND APPLICATION

This agreement shall be known as The Inghams Enterprises Pty Limited - Cardiff Feedmill - Clerks Enterprise Agreement, 1993 and shall apply at the Inghams Enterprises Pty Ltd, Cardiff Feedmill, Nelson Road, Cardiff, New South Wales, in respect to all employees who are engaged under the terms and conditions of the Clerks (State) Award.

3. INCONSISTENCY

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

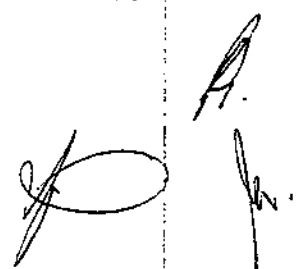
4. PARTIES BOUND

This agreement shall be binding upon:

- a. Inghams Enterprises Pty Limited, and
- b. All employees engaged as receptionist and clerks previously classified as Clerk Grade 1 in the Clerks (State) Award.

5. 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 ordinary hours of work may be worked between 5.00 a.m. and 9.00 p.m. Monday to Friday.
- (b) The ordinary hours of work for permanent employees shall be 38 per week. Overtime shall be calculated on a daily basis for time worked in excess of ordinary hours.
- (c) The plant will not close for the "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.
- (d) All employees shall be paid their wages by electronic funds transfer.
- (e) Clerical Weighbridge Operators will cover security functions at the Mill which will include locking-up office and amenities, conducting induction procedure for visitors and conducting bag checks when required.
- (f) Clerical Weighbridge Operators will closely monitor truck wash to ensure truck wash operates when required.
- (g) Clerical Weighbridge operators will check production scheduling during afternoon shifts to ensure and operations problems are identified and changed accordingly.
- (h) Clerical employees to "back-up" computer on day and afternoon shift.
- (i) Receptionist to cover Friday meal breaks or during other busy periods as required.
- (j) Upon the anniversary of employment occurring an employee on request may be paid their unused sick leave credit as a good attendance bonus, provided that a minimum credit of six (6) weeks sick leave is maintained. The amount of sick leave entitlement shall be reduced by the amount paid out in accordance with this subclause.

7. WAGE INCREASES

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

Classification

Reception	\$17.80	per week
Weighbridge	\$18.60	per week

(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.

8. NO REDUCTION

No existing employee shall suffer a reduction in ordinary time earnings or an increase in ordinary hours of work as a result of the introduction of this agreement.

9. 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.

10. 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.

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

Amenediler 21.11.94

Amenediler

In the presence of:

Dave Swab 22-11-94 Dave Swab

Clerical Employees

P. Kelly 21.11.94

P. Kelly

J. Keogh 21/11/94

J. Keogh

J. Keogh 22/11/94

J. Keogh