

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/81

TITLE: Inghams Enterprises Pty Ltd (Tahmoor) Enterprise Agreement 1999

I.R.C. NO: 99/7085

DATE APPROVED/COMMENCEMENT: 25 February 2000 and commenced 20 October 1999

TERM: 5 August 2001

NEW AGREEMENT OR VARIATION: New/Replaces EA98/74

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF EMPLOYEES:

It applies to employees at the Inghams Enterprises Pty Ltd Tahmoor plant located at Rockford, only in respect to its employees covered by the Poultry Industry Preparation (State) Award.

PARTIES:

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



**INGHAMS ENTERPRISES PTY LTD
(TAHMOOR)
ENTERPRISE AGREEMENT - 1999**

PREAMBLE

This agreement made this 19th of November 1999 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australasian Meat Industry Employee's 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 (Tahmoor) Enterprise Agreement 1999.

2. ARRANGEMENT

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3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Tahmoor processing plant located at Rockford Road, Tahmoor, New South Wales, only in respect to its employees covered by the Poultry Industry Preparation (State) Award.

Registered
Enterprise Agreement
Industrial Registrar

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 Tahmoor plant.

5. RELATIONSHIP TO EXISTING AWARD

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award , (IRC no 6081of1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC no 6081of1996), but in the event of any inconsistency between this agreement and the above Awards, this agreement shall take precedence.

Except where superseded by his agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.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

- (1) An employee who is absent from work on account of illness or injury shall:
 - (a) notify the Company by normal start time of the reason for the absence and the expected duration of the absence. The employee shall keep the employer informed as to the expected date of return to work.
 - (b) Upon return to work complete an "Employee Absence" form including stating the reason for the absence, whether notice was given and whether the employee is claiming sick leave for the absence.
 - (c) If the absence is for 2 or more consecutive days, produce a certificate from a duly qualified medical practitioner giving the actual description of the injury or illness which in the medical practitioner's opinion is the reason for the absence and the expected duration of the incapacity.
- (2) Payment for such sick leave will only be paid from sick leave entitlements
- (3) Unless prior arrangements have been made before the day or days absent no annual leave, long service leave or RDO payments will be paid as a substitute for sick leave in that pay period
- (4) Where an employee has:
 - (a) been absent from duty in a manner which is systematic or exhibits a pattern;
 - (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
 - (c) has failed to produce satisfactory evidence as per sub-clause (1) including satisfactory description of the injury or illness; or
 - (d) failed to notify the employer of expected absences at the earliest opportunity.

Then the following arrangement shall apply:

- (a) In the first instance be subject to informal counselling from their Supervisor.
- (b) In the second instance be subject to a written warning stating the exact nature of the warning, the instances leading to its issue and that further unauthorised or unexcused absences could lead to termination of employment.
- (c) If the employee fails to comply with the warning, then the employment may be terminated by the Company.



- (5) Employees who have in excess of 76 hours of sick leave credit may request pay-out of the amount in excess of 76 hours. Such payment shall be made in conjunction with an employee's annual leave and the sick leave credit shall be reduced accordingly.

9. WORKPLACE CHANGE

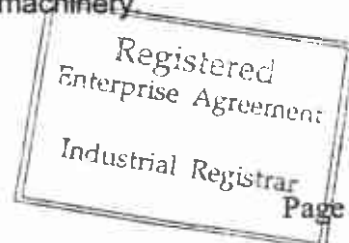
Following negotiations between the parties the following measures designed to achieve real gains in productivity, efficiency and flexibility have or will be implemented:

- (a) Line speeds shall be increased as follows:
- (i) Whole Turkeys:-
- | | |
|-----------|---------------------------|
| <3.8kg | 32 birds per minute (bpm) |
| 3.9-4.1kg | 30 bpm |
| 4.2-4.4kg | 28 bpm |
| 4.5-4.7kg | 26 bpm |
| 4.8-5.2kg | 24 bpm |
| 5.3-5.7kg | 22 bpm |
| 5.8-6.3kg | 20 bpm |
| 6.4-7.0kg | 18 bpm |
| 7.1-7.9kg | 14 bpm |
| >8.0kg | 10 bpm |
- (ii) Large Turkeys:- Increase in line speed from 12 bpm to 13 bpm where pack off does not exceed 50%.
- (iii) Medium turkey from 16 birds per minute (bpm) to 18bpm (manning as required).
- (iv) All of these changes to operate with manning as required to meet production needs on any given day.
- (b) White meat boning line to operate at the same line speed for skin off and skin on product (manning as required).
- (c) Daily casuals will be offered work based on their experience, ability to perform work and attendance record. A counselling procedure will operate when casuals are not meeting expected standards.
- (d) Manning to be increased by one (1) on the back dock when daily production is more than two (2) rounds of turkeys with average weight exceeding twelve (12) kg or when end of production breeder turkeys are being processed.
- (e) Distribution:-
- (i) Breaks will be flexible to meet production requirements.
- (ii) A minimum of one (1) hours overtime to be worked per day if required, providing agreed manning levels are met.
- (iii) Daily manning levels on the freezer line ex the blast to be based on:-
- | | |
|---------------------------|----------------------|
| 700 cartons per day | =one (1) operator |
| 701-1400 cartons per day | =two (2) operators |
| 1401-2100 cartons per day | =three (3) operators |



2101-2800 cartons per day =four(4) operators
2801-3500 cartons per day =five (5) operators

- (f) Rostered days off will be allowed to accumulate up to a maximum of five (5) days unless otherwise agreed to by negotiation. Employees will then be notified of their entitlement and may elect to have all or part of their five (5) days paid out at ordinary time.
- (g) At their next anniversary date each employee will be entitled upon request to have paid out any unused sick leave from the previous year. Agreed entitlements will be paid with annual leave.
- (h) Boning yields shall be maintained and improved where possible.
- (i) Meat Hens - Line speeds to be increased from 30 birds per minute to 40 birds per minute. Agreed manning levels must be maintained.
- (j) Agreed Manning Levels - The Company recognises and agrees that to continue to achieve productivity and efficiency gains it must have sufficient manning levels to carry out any production needs that is required on any given day. It is also agreed that all employees must be fully trained and to enable them to perform their duties, and as such the Consultative Committee will monitor such training.
- (k) Picnic Day - The plant will no longer close for the "Award Picnic Day" which will become a normal working day. Employees shall be entitled to a picnic day holiday on a rostered basis to be taken at a time mutually agreed between the Company and the employee. Provided that such day be a Prime day (ie. Monday or Friday) unless otherwise agreed, and provided that no more than ten percent (10%) of any area take their Picnic Day Holiday at any one time.
- (l) Minor Adjustments - Minor machine adjustments to be made by trained personnel where these adjustments are deemed to be safe, as per Standard Operating Procedure. A program will be developed whereby certain meatworkers are trained by a tradesperson to carry out minor adjustments and machine changes. This program will be developed in conjunction with appropriate metal trades employees after agreement with the Union.
- (m) Other than for lunch, morning and afternoon tea periods, absence from an employee's work station shall be taken on a needs basis only.
- (n) By agreement, employees working in the dispatch area shall save their accrued leisure time during October, November and December. Any accrued time can be taken in the first six months of the next year.
- (o) The Company agrees to co-operate with the appropriate National and State bodies in writing of the Competency Standards for the poultry industry.
- (p) Where an employee develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (q) Machinery Maintenance - machinery is to be maintained by the Company at a level so as normal production capacity can be achieved. The Company further agrees to continue maintenance preventative program for all machinery.



- (r) The Tahmoor plant has adopted a "nine day fortnight" as per Clause 5 of the Poultry Industry Preparation (State) Award with the spread of ordinary hours being 5.00 am to 7.30 pm. Therefore, employees are entitled to one day off after working nine (9) ordinary weekdays.
- (s) A roster system of "accrued leisure time" has been established for all sections of the plant and employees are required to take their day off as per this roster. Some flexibility will be allowed, however this will be on an individual basis and by consultation with the appropriate Supervisor or Manager.
- (t) In order to cover periods of high production, Supervisors/Managers will, in consultation with employees, allow up to three (3) days of leisure time to accrued. These days will then be scheduled to be taken during periods of reduced production and/or plant closures.

10. **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.

11. **UNION RECOGNITION AND MEMBERSHIP**

The company recognises the Australasian Meat Industry Employee's Union as the union to represent its process workers. All employees shall be provided with be an application form to join the union at the point of recruitment and introduced to the delegates.

The company undertakes upon authorisation 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 during the following month together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

12. **WORKPLACE DELEGATES**

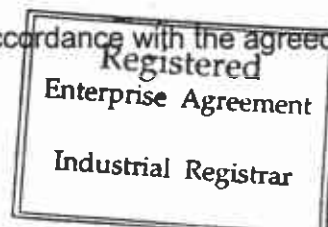
An employee elected as a union representative shall upon notification to the company by the union, be recognised as the accredited union representative, and shall be allowed necessary time during working hours to interview relevant company representatives on matters affecting employees of the company.

13. **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 this agreement to discuss and implement opportunities for further improvements in operations.

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



14. 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.

15. 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.

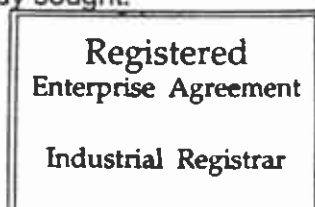
Should a dispute arise, in the future, at the works of the company, the following procedure shall apply:

- (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.

16. 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.

17. 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 3% as the first pay period to commence on or after 5 August 1999. The new wage rates resulting from this increase are set out in the attached Appendix A - Rates Pay.
- (b) A further 3% increase in wages shall apply from the first pay period to commence on or after 5 August 2000 and are set out in the attached Appendix A - Rates Pay.

18 ALLOWANCES

- (1) Allowances shall be increased by 3% as the first pay period to commence on or after 5 August 1999. The allowances resulting from this increase are set out in the attached Schedule - Rates of Pay.
- (b) A further 3% increase in allowances shall apply from the first pay period to commence on or after 5 August 2000 and are set out in the attached Schedule - Rates of Pay.

19. DURATION

This agreement shall take effect from 20 October 1999, and shall remain in force until 5 August 2001. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996

20. RENEGOTIATION

The parties agree to commence negotiations for a replacement Agreement in April 2001 with the objective of concluding those negotiations by 5 August 2001.



20. **SIGNATORIES**

Signed for an on behalf of:

Inghams Enterprises Pty Ltd)



In the presence of)



Dated this 10th day of December 1999.

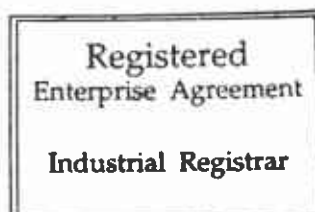
The Australasian Meat Industry
Employees' Union - New South
Wales Branch)



In the presence of)



Dated this 19th day of November 1999.



APPENDIX A**Monetary Rates**

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

CLASSIFICATION.	3% Increase	WEEKLY RATE.
LEVEL 1	\$13.76	\$472.53
LEVEL 3	\$14.67	\$503.73
LEVEL 4	\$15.07	\$517.47
LEVEL 5	\$15.00	\$515.09

RATES OF PAY

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

CLASSIFICATION.	3% Increase	WEEKLY RATE.
LEVEL 1	\$14.18	\$486.71
LEVEL 3	\$15.11	\$518.84
LEVEL 4	\$15.53	\$533.00
LEVEL 5	\$15.45	\$530.54

TABLE 2 Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount \$
1	16.1	Freezer Allowance --- Minus 4 (glycol) Minus 16 Freezer	13c Per hour \$0. Per hour 62c. Per hour
2	16.2	Hanging Allowance	57c. Per hour
3	16.3	Location Allowance	\$1.09 per hour
4	16.4	Fork lift Allowance Crane Allowance	\$2.68 per day \$5.62 per day
5	16.5	First aid Allowance	\$1.90 per day
7	16.7	Leading hand allowance	\$ 5.55 per day

