

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/82

TITLE: Inghams Enterprises (Badgerys Creek-PRU) Enterprise Agreement 1999

I.R.C. NO: 99/7086

DATE APPROVED/COMMENCEMENT: 25 February 2000

TERM: 5 August 2001

**NEW AGREEMENT OR
VARIATION:** New/Replaces EA98/75

GAZETTAL REFERENCE: 28 April 2000

DATE TERMINATED:

NUMBER OF PAGES: 9

**COVERAGE/DESCRIPTION OF
EMPLOYEES:** It applies to all employees at the Inghams Enterprises Pty Ltd Badgerys Creek Protein Recover Unit, 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 (BADGERYS CREEK - PRU)
ENTERPRISE AGREEMENT 1999**

PREAMBLE

This agreement made the 5th day of November 1999 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 (Badgerys Creek-PRU) Enterprise Agreement 1999.

2. ARRANGEMENT

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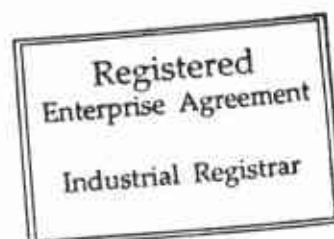
3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Badgerys Creek Protein Recover Unit (PRU) located at Badgerys Creek Road, Badgerys Creek, New South Wales, only in respect to its employee covered by the Poultry Industry Preparation (State) Award.

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 PRU.

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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.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

The following changes to work practices have been agreed to by the parties to improve the efficiency and productivity of the plant.

8.1 PUBLIC HOLIDAYS

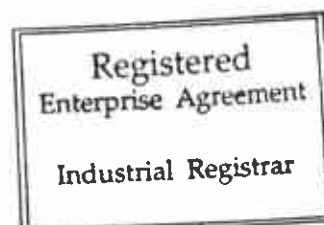
- (i) Operators to cover work on public holidays within the Plant when required (excluding Christmas Day and Good Friday) on normal manning shift basis, or otherwise, on a 4 manning 12 hour shift basis. The Company will give a minimum of six weeks notice as to whether 8 hours 12 hours or 24 hours operations will be required
- (ii) Payment for the first 8 hours work on public holidays shall be at the rate of time and one half for the first two hours and double time thereafter with an additional paid day off in lieu, such day to be taken at a time mutually agreed upon between the employer and the employee (employees' can elect to be paid 8 hours pay in lieu of time off).

Any work performed after 8 hours on a public holiday shall be paid for at double time and a half.

- (iii) Employees' rostered to work on Christmas eve (night shift) will operate up to 7am on Christmas Day.
- (iv) The current working arrangements in regards to Good Friday shall continue.

8.2 MANNING AND DUTIES.

- (i) It is acknowledged that because of a reduction in production, the last employee that resigned was not replaced.
- (ii) If as a direct result of (i) above an operator is assigned to a different shift that carries a lesser shift allowance then they shall continue to received their current shift allowance.
- (iii) If following the changes in (ii) above a position becomes available on the employee's original shift then the employee shall have the option of transferring back to the original shift. However if the employee decides to remain on their current shift then the award shift allowance shall apply.
- (iv) Any employee who ceases work after four hours will not be replaced for the remainder of that shift except where there are any employees' on rostered days off (RDO) or there is not the agreed manning levels.
- (v) Day shift employee's who are on sick leave or workers compensation will not be replaced for a maximum of one (1) week, where there is no more than one and a half cooks remaining from the night shift. The foreman on night shift is to review the amount of offal that is remaining in consultation with the plant manager. Where sick leave is continuous a daily review shall occur.



- (vi) Day shift employee's who are on sick leave, workers compensation, annual leave, or long service leave, will not be replaced when there is no production remaining from the night shift. The foreman on night shift is to review the amount of offal that is remaining in consultation with the plant manager. Where sick leave is continuous a daily review shall occur.
- (vii) Further operations on night shift would be altered to alleviate excess work on night shift, however feather productions would not be affected. Intake of offal and feathers are to be in before night shift commences. If raw materials need to be received during night shift then overtime would be undertaken for the period it takes to unload the raw materials. Number 4 cooker to be used offal priority.
- (viii) Standard production tonnage up to May 1999 was 185 tonnes per week. If tonnage exceeds 200 metric tonnes the Manager and the delegates shall consult, and additional casual labour or otherwise may be brought in to assist.
- (ix) When production is reduced below standard levels the day and afternoon shift operators shall do extra functions as required such as lawn mowing, and cleaning.
- (x) Operators checking and sanitising trucks shall ensure that feathers and offal are cleaned properly from trucks by the drivers and logged on a report sheet.
- (xi) All employees' shall become skilled in the operation of the front-end loader and will operate when required. An allowance shall be paid as part of the wage increase, and will form part of the weekly wages.
- (xii) While production levels are below 170 tonnes per week because of the downturn caused by the "Newcastle Disease" outbreak at Mangrove Mountain the current manning levels shall continue.

Day Work – 2 Operators – 7.00 a.m. – 3.00 p.m.

Afternoon Shift – 3 Operators – 3.00 p.m. – 11.00 p.m.
1 Operator – 12.00 noon – 8.00 p.m.

Night Shift – 3 Operators – 11.00 p.m. – 7.00 a.m.

- (xiii) Should there be further reductions in production from current levels the Company will hold discussions with employees before adjusting staffing or shift arrangements.
- (xiv) Any absenteeism on night shift to be covered for the first four hours only if there are no offal or feather cooks to fill after 3.00 a.m.

8.3 BREAKDOWNS.

- (i) In the event of breakdowns, the foreman on each shift shall communicate with management and casual will be used to overcome breakdown difficulties.



- (ii) During breakdowns the foreman of the shift will carry out minor maintenance to trouble shoot problems. If a fitter is required employees shall act as trade assistant (TA) after agreement with fitters and relevant union.
- (iii) During breakdowns employees will do everything possible to keep up production throughput.
- (iv) Safety must be maintained at all times.

8.4 SICK LEAVE.

- (i) Employees who have in excess of 10 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.
- (ii) On request, accumulated leisure days may be paid out to an individual employee, in accordance with agreed local arrangements.

8.5 PAYMENT OF WAGES.

- (i) Payment of wages can be varied around public holidays of up to two days however wages shall not be paid any later than Thursday of each week. Arrangements can be made for payment in cash in cases of emergency.
- (ii) Tea money is to be paid via the payroll.

8.6 ABSENTEEISM.

Absenteeism shall be monitored and addressed by the Company and the union delegates in an effort to minimise all absenteeism.

8.7 ANNUAL LEAVE

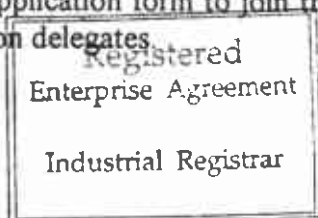
Annual Leave is to be rostered with only one operator on annual leave at any time. Operators are to book their annual holidays in advance. Management will roster annual leave for quiet production periods.

Whilst the Plant Manager is on annual leave only four hours coverage per day will be arranged to cover production recording and arranging of finished products. This arrangement will not apply at Christmas or Easter or when owing to breakdowns additional labour is required.

9. 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 shall be introduced to the union 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 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.

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 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, which 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.

Registered
Enterprise Agreement

Industrial Registrar

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 dispute shall forthwith be submitted to the management by the union delegate.
- (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 matters given rise to the dispute.
- (f) Failing agreement, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.

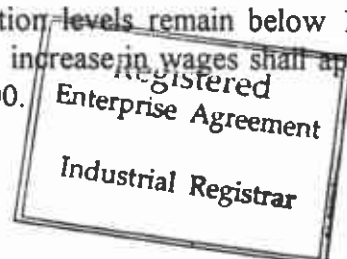
14. GRIEVANCE PROCEDURE

(a) 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 an industrial organisation of employee's.

15. WAGE INCREASES

In consideration of the implementation of the additional productivity measures referred to in this agreement employees shall receive the increases and new weekly rates from the dates specified in Attachment A. Should production levels remain below 170 tonnes per week during the next 12 months then a further 1% increase in wages shall apply from the first pay period to commence on or after 5 August 2000.



16. 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 2001. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

17. NO FURTHER CLAIMS

This agreement is in full and final settlement of all claims against the Company and during the life of this agreement the union and employees undertake not to make any further claims against the Company in respect any matter that will increase labour costs.

18. SIGNATORIES

Signed for an on behalf of:
Inghams Enterprises Pty Ltd

In the presence of
Kathy Reeves
The Australasian Meat Industry
Employees' Union - New South
Wales Branch

In the presence of

Dated this 11th day of November, 1999.

[Signature]
[Signature]
C. Datzow
P.W. [Signature]



SCHEDULE A
RATES OF PAY.

The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on or after 5 August 1999.

CLASSIFICATION	4% INCREASE	WEEKLY RATE
GRADE 1	\$20.09	\$522.39
GRADE 2	\$20.30	\$527.78
GRADE 3	\$20.75	\$539.58
GRADE 4	\$20.93	\$544.17
GRADE 5	\$21.47	\$558.16
FOREMAN	\$22.93	\$596.22

The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on or after 5 August 2000.

CLASSIFICATION.	HOURLY RATE. 3% INCREASE	WEEKLY RATE.
GRADE 1	\$15.67	\$538.06
GRADE 2	\$15.83	\$543.61
GRADE 3	\$16.19	\$555.77
GRADE 4	\$16.33	\$560.49
GRADE 5	\$16.74	\$574.90
FOREMAN	\$17.89	\$614.11

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