

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:**      **EA 97/69**

**I.R.C. NO:** 97/128

**DATE APPROVED/COMMENCEMENT:**      15 April 1997

**TERM:**      Expires 30 April 1998

**NEW AGREEMENT OR  
VARIATION:**      New

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:**      9

**TITLE:**      The Penrith Poultry Pty Ltd Enterprise Agreement 1997



**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:**      To apply to all employees covered by the Poultry Industry Preparation (State) Award, located at the Penrith Plant.

**PARTIES:**      Penrith Poultry Pty Ltd -&- The Australasian Meat Industry Employees' Union, New South Wales Branch.

**PENRITH POULTRY PTY LTD)  
ENTERPRISE AGREEMENT  
1997.**

**1 TITLE**

This agreement shall be known as The Penrith Poultry Pty Ltd Enterprise Agreement 1997.

**2 ARRANGEMENT**

- 1. Title
- 2. Arrangement
- 3. Parties, Duration and Incidence
- 4. No Duress
- 5. Inconsistency
- 6. Aims and Objectives
- 7. Contract of Employment
- 8.. Union Recognition And Membership
- 9. Work Place Delegates
- 10. Disputes Procedure
- 11. Grievance Procedure
- 12. Signatories



**Part B - Rates of Pay and Allowances**

**3. PARTIES, DURATION AND INCIDENCE**

This agreement has been made between Penrith Poultry Pty Limited herein after referred to as the "Company", and the Australasian Meat Industry Employees' Union- New South Wales Branch herein after referred to as the "Union" and shall apply to all employees' employed at the Processing plant located at Frogmore Road Penrith and who are covered by the Poultry Industry Preparation (State) Award.(IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award.(( IRC no 6081 of 1996.) This agreement shall come into force from the first pay period commencing on or after the date of ratification and shall continue until the 30th of April 1998.

**4. NO DURESS**

This agreement is the result of co-operative discussions between all parties and has been negotiated freely and constructively and entered into without duress.

## 5. INCONSISTENCY

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 (IRC no 6081 1996) but in the event of any inconsistency between this agreement and these awards this agreement shall take precedence. Where this agreement is silent then the relevant provisions of the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry preparation Wages (State) Award (IRC no 6081 of 1996) shall apply

## 6. AIMS AND OBJECTIVES

- (i) To improve the efficiency and productivity of the plant by ensuring present workplace practices are more closely attuned to current and future needs and objectives of the business
- (ii) To allow the business to operate efficiently and unimpeded at all times without interruptions to work and thereby stabilise employee earnings.
- (iii) To promote discussion, agreement and implementation of improvements to productivity which will include but not limited to issues such as:

Absenteeism

OH & s including claim cost

Product yields and recoveries

Reduced waste

Product quality

Operating Costs

Flexibility

**HACCP (Hazard Analysis Critical Control Point)**

- (iv) To achieve improvement in productivity, efficiency and flexibility to significantly increase the company's competitiveness which will in turn provide secure and worthwhile employment for employees'.
- (v) To provide career paths for employees' through structured training
- (vi) To share the benefits of such increased productivity and improved efficiencies with employees' through improved wages, conditions and security of employment.
- (vii) Eliminating work practices which have supported demarcations between various classes of employees'.

## 7.0 CONTRACT OF EMPLOYMENT.

- 7.1 Employee's shall be employed on either a full time, casual or regular daily basis.



- 7.2 A full time employee is one employed for 38 hours per week on five (5) consecutive days per week Monday to Friday.
- 7.3 A regular daily employee shall be employed by the day or shift, and without prejudice to the provisions of the award as to payment for public holidays, sick leave and annual leave, his /her employment shall terminate at the end of each day or shift on which he is employed.
- (a) Notwithstanding the termination of his/her employment at the end of each day or shift, the engagement of a regular daily employee shall continue and he/she shall remain a regular daily employee until his/her engagement as such is terminated as herein prescribed. Such engagement may be terminated by notice on either side as from the end of the ordinary working hours on the day on which it is given, whether the employee is employed on that day or not, or at any later time specified by the notice. An employee who terminates his/her engagement as from a time prior to the end of the ordinary working hours on any day or shift without having given the prescribed notice shall not be entitled to payment in respect of any time actually worked on that day or shift.
- (b) In consideration of the rights conferred on regular daily employee's this part of this award, a regular daily employee shall attend and offer themselves for employment at a place specified by the employer at the normal starting time on each ordinary working day Monday to Friday unless notified that on a particular day he/she is not required to work .
- (c) A regular daily employee shall be paid for each hour worked within the spread of ordinary hours at the rate 1/38th of the weekly rate prescribe by this agreement for the classification in which he/she is employed in accordance with the hours actually worked.
- (d) The ordinary rates of pay per hour for regular daily employee's in this enterprise agreement have been fixed on basis that they include a loading of 10% in accordance with schedule B of this agreement.
- (e) Regular daily employee's shall be employed for a minimum of five (5) and a maximum of 7.6 ordinary hours per day Monday to Friday.
- (f) A regular daily employee shall be entitled to 4 weeks annual leave after twelve months service. When taking annual leave a regular employee shall receive payment for each week taken on the basis of an average of the previous 52 weeks earning plus 20% annual leave loading.
- (g) All new employee's shall serve a probationary period of three months employment before being offered regular daily employment.

- 7.4 A casual employee is one engaged and paid by the hour Monday to Friday. Casual employees may be employed for not less than four hours at each start and shall be paid at the hourly rate of one thirty-eighth of the weekly wage for the grade in which the employee is engaged, plus a loading of 21% per cent on ordinary hours.
- (a) A casual employee shall not be entitled to Annual Leave, Sick Leave, Bereavement Leave, Parental Leave, Public Holidays (not worked), and any such benefits that accrue to weekly employees for which the 21% loading is paid to casual employee's.
- 7.5 In order to promote labour flexibility the following employee duties shall apply to all employees employed under the agreement after proper training:
- (a) Employees shall perform such work as is reasonable and lawfully required of them by the company (provided that such duties are not designed to promote de-skilling), including accepting instructions from authorised personnel such as a manager, supervisor or leading hand or from nominated technical personnel.
- (b) Employees shall comply with all reasonable requests to transfer or change jobs
- (c) Employees shall accept responsibility for the quality, accuracy and completion of any job or task assigned to the employee.
- (d) Employees shall keep in good working order any equipment or materials they are supplied with.
- (e) Employees shall not impose or continue to enforce existing demarcation barriers between the work of employees, provided that it is agreed that the work lies within the scope of the skill and competence of employee concerned.
- (f) Employees shall not impose any limitations or continue to enforce any limitations on supervisors, managers, or technical personnel demonstrating the use of new equipment or machinery or in emergency situations.
- (g) Any direction issued by the company pursuant to this clause shall be consistent with the company's responsibilities to provide a safe and healthy working environment. Employee's shall be responsible for ensuring work practices and procedures, established by the company for the health and safety, and environmental reasons are complied with without exception and at all times.
- (h) Employees shall not impose any restrictions or limitations on the measurement and/or review of work methods or standard work times.
- 7.6 Employees shall comply with the relevant occupational health and safety procedures which apply to the Occupational Health and Safety Act 1983.

## 8. UNION RECOGNITION AND MEMBERSHIP

All employees shall be provided with an application form to join the union at the point of recruitment.

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 at the beginning of each month together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

## 9. 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

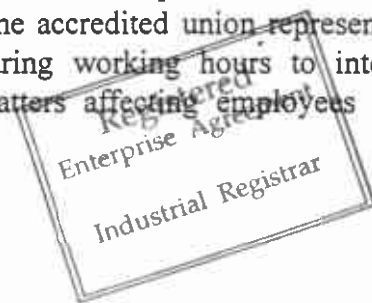
## 10. DISPUTES PROCEDURE

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 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 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.

## 11. 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 employees' 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 employees.
- (b) **Procedure for a dispute between an employer and the employee.**
  - (i) A question, dispute or difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
  - (ii) Reasonable time levels must be allowed for discussion at each level of authority.
  - (iii) While a procedure is being followed, normal work must continue.

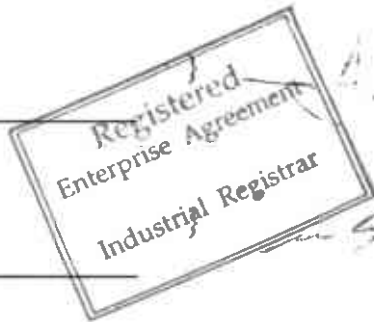
- (iv) The employer may be represented by an industrial organisation of employers and the employee's may be represented by an industrial organisation of employee's for the purpose of each procedure.
- (v) Each party retains the right to pursue any matter through the appropriate industrial forum and while this process is being pursued work is to be made available and performed without prejudicing the outcome.

**12. SIGNATORIES**

Signed for an on behalf of:

Penrith Poultry Pty Ltd

\_\_\_\_\_



In the presence of

\_\_\_\_\_

Dated this 21st day of April 1997.

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

} P. W. Usher  
}  
} 2/4/97

In the presence of

}

\_\_\_\_\_

Dated this 21st day of April 1997.



**PART B**  
**RATES OF PAY AND ALLOWANCES.**

The following rates of pay shall be payable to employees in the respective classification for all ordinary hours from the agreed date.

Classification	Hourly Rate	Weekly Rate	R/Daily Rate per hour	Casual rate per hour
LEVEL 1	\$9.9639	\$378.65	\$10.9609	\$12.0570
LEVEL 2	\$10.4253	\$396.15	\$11.4675	\$12.6142
LEVEL 3	\$10.6630	\$405.20	\$11.7294	\$12.9024
LEVEL 4	\$10.8868	\$413.70	\$11.9755	\$13.1730
LEVEL 5	\$11.1161	\$422.40	\$12.2273	\$13.4501
LEVEL 6	\$11.97	\$454.85	\$13.1667	\$14.4833

The following rates of pay shall be payable to employees in the respective classification for all ordinary hours from the 30th of November 1997

Classification	Hourly Rate	Weekly Rate	R/Daily Rate per hour	Casual rate per hour
LEVEL 1	\$10.175	\$386.65	\$11.1925	\$12.3175
LEVEL 2	\$10.6355	\$404.15	\$11.6990	\$12.7626
LEVEL 3	\$10.8736	\$413.20	\$11.9609	\$13.1570
LEVEL 4	\$11.0973	\$421.70	\$12.2070	\$13.4277
LEVEL 5	\$11.3263	\$430.40	\$12.4589	\$13.7004
LEVEL 6	\$12.1802	\$462.85	\$13.3982	\$14.7380

**PART B**  
**RATES OF PAY AND ALLOWANCES.**

**ALLOWANCES**

<b>Description</b>	<b>Amount \$</b>
Operate Forklift	\$2.41 per day
operate crane hoist	\$5.04 per day
Hanging Live Poultry	\$0.26 per hour
Temperature Allowance:	
Below 4 degrees	\$0.11 per hour
Minus 16 degree's	\$0.32 per hour
Minus 18 degrees	\$0.56 per hour
Below Minus 20 degrees	\$0.85 per hour
Location Allowance	\$0.57 per hour
Meal allowance	\$6.50
Laundry Allowance	\$1.80 per day

