

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA98/313

TITLE: Uni-Chef Enterprise Agreement 1998

I.R.C. NO: IRC98/6169

DATE APPROVED/COMMENCEMENT: 2 December 1998

TERM: 30 June 2000

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies only to employees of Inghams Enterprises Pty Ltd involved in the further processing and distribution of poultry and other food products at the Uni-Chef further processing plant at 430 The Boulevard, Kirrawee NSW 2232

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

UNI-CHEF ENTERPRISE AGREEMENT 1998

PREAMBLE

This Agreement made the 26 th day of October 1998 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 Uni-Chef Enterprise Agreement 1998.

2. ARRANGEMENT

1. Title
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3. APPLICATION

This Agreement shall apply at the Uni-Chef Further Processing plant located at 430 The Boulevard, Kirrawee, New South Wales, 2232 and at the related distribution centre 38 – 40 Waratah Street, Kirrawee, New South Wales, 2232 only in respect to employees involved in the further processing and distribution of poultry and other food products. However, this Agreement shall not apply to salaried employees.

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 identified in Clause 3.

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 (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 as provided in this Agreement the provisions of the Awards shall apply.

6. 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.

7. WORKPLACE CHANGE

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

7.1 Hours

- (a) The ordinary hours of work for day workers shall be worked between 5.00 am and 6.00 pm unless otherwise agreed. The afternoon shift shall be a shift finishing after 6.00 pm and at or before 1.00 am.
- (b) By agreement hours worked before 5.00 am by a day worker may be counted as part of an employee's ordinary hours for that day, provided that the time worked prior to 5.00 am is paid at overtime rates. This clause does not preclude the Company from working employees overtime prior to 5.00 am.

- (c) An employee may, if the employer agrees, take time off in lieu of payment for overtime worked on the basis of one hour off work for one hour's overtime worked. This clause does not apply to work on Public Holidays unless the employee is first paid time and one half and then given a day in lieu.
- (d) Employees in distribution who at the request of the Company agree to be "on-call" for out of normal hours stock requests shall be entitled to an allowance of \$40.00 per week while on call and shall be paid a minimum of 2 hours per call-out regardless of the time worked.

7.2 Absenteeism

The following measures will be introduced to reduce the current unacceptable levels of absenteeism:

- (a) If any employee is absent from work (unpaid) in any week, then that employee shall not be offered overtime in that week or the following week at the Company's discretion.
- (b) Any employee who arrives at work 30 minutes past their scheduled start time and has not advised the Company that they will be late may be sent home without pay. The employee may apply for payment as for a rostered day off or as a day of annual leave. Sick leave shall not be available in such circumstances.
- (c) 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.
- (d) If an employee does not commence work at the scheduled starting time, then the other employees in the section will continue to work until supplementary labour can be arranged.

7.3 Other Productivity Measures

- (1) Minor Adjustments – Minor machine adjustments to be made by trained personnel, where the adjustments are deemed to be safe. A program will be developed whereby nominated employees are trained by a tradesperson to carry out minor adjustments and machine changes.
- (2) Process Quality – Quality must be built into our products if we are to compete in the markets in which we are engaged. To this end quality is the responsibility of everyone. The parties are committed to our "HACCP" involving on-line checks and paper work to ensure quality is built into products system while in process and in distribution.

- (3) The current flexibility with regard to the ratio of casual to permanent employees shall continue. However, the Company recognises the objective with the ratio specified in the Award. It is recognised and agreed that for promotions and seasonal trading (e.g. Christmas stock build-up) the casual ratio in the Award will be exceeded.
- (4) Employees will continue their involvement in training programs as arranged by the Company.

7.4 Meal and Rest Periods

In lieu of the Award provisions for Meal and Rest Periods the Company and employees in a particular section or sections of the business may agree upon alternative arrangements.

7.5 Picnic Day

- (1) The plant will no longer close for the "Award Picnic Day" which will become a normal working day.
- (2) In lieu of the Picnic Day specified in the Award, employees shall be entitled to a Picnic Day as follows:
 - (a) On a day mutually agreed between the Company and the majority of employees; or
 - (b) On a rostered basis to be taken at a time agreed between the Company and the individual employee and where requested this shall be either a Friday or a Monday. An employee may request payment in lieu of taking a day off.

8. CONSULTATION

- (1) Consultative mechanisms appropriate to the size and structure of the business will be established.
- (2) 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.

9. ABANDONMENT OF EMPLOYMENT

An employee who is absent from work for 3 consecutive working days without notifying the employer shall be assumed to have abandoned their employment. If within a further period of 7 days the employee has not satisfied the employer that there was a reasonable excuse for their absence then the employee shall be deemed to have abandoned their employment from the first day of the absence.

10. UNION RECOGNITION AND MEMBERSHIP

- (1) The Company recognises the Australasian Meat Industry Employees Union as the union to represent its process workers.
- (2) The Company undertakes upon authorisation by any employee 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.

11. WORKPLACE DELEGATES

- (1) An employee elected as a union representative shall, upon notification to the Company by the Union, be recognised as the accredited union representative. Such representative shall, subject to work requirements, be allowed the necessary time during working hours to interview relevant Company representatives on matters affecting employees of the Company.
- (2) Arrangements to meet with the employer's nominated representative/s shall be made through the employee's supervisor.

12. DISPUTE SETTLEMENT PROCEDURE

Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner.

- (a) In the first instance any employee/s shall discuss any grievance or dispute with their immediate supervisor. The employee may request a representative/union delegate to approach the supervisor on their behalf.
- (b) If no settlement of the grievance or dispute is reached at Step (a), the matter shall be discussed between the employee/s and/or their representative and the relevant nominated Company representative.

- (c) 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 giving rise to the dispute.
- (d) In the event of that settlement of the matter cannot be reached at Step (b), it may be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996.
- (e) Whilst the above procedures are in progress work shall continue normally.
- (f) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an industrial Commissioner with view to the prompt settlement of the dispute.
- (g) Any Order of the Industrial Relations Commission (Subject to parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (h) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take reasonable period of time for the appropriate response to be made.

13. NO FURTHER CLAIMS

This Agreement shall be in settlement of all claims against the Company for the duration of the Agreement. Except as provided herein, during the life of this Agreement, there shall be no further wage increases.

14. WAGES INCREASES

In consideration of the implementation of the productivity measures referred to herein, the weekly wages of employees covered by this Agreement shall as set out in the attached Schedule B (Rates Pay). Provided that the new rates shall be phased-in on the following basis.

- (a) As from the first pay period to commence on 26th October 1998 the current rates of pay for each employee shall be increased by one-third of the difference between their current rate and the rates in Schedule B for the relevant classification.
- (b) As from the first pay period to commence on or after 26th June 1999, the rates of pay shall be increased by the same amount as the increase in (a).


- (c) As from the first pay period to commence on or after 26th April 2000, the rates of pay in Schedule B shall apply to all employees covered by the Agreement.

15. DURATION

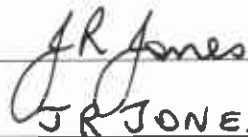
This Agreement shall take effect from the 26th October 1998, and shall remain in force until 30th June 2000. Thereafter the terms of this Agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

16. SIGNATORIES


Signed for and on behalf of
Inghams Enterprises Pty Ltd:

 (signature)
K.N. RADICH (printed name)
26/10/98 (date)

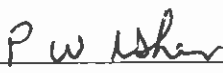
In the presence of:

 (signature)
J R JONES (printed name)
26/10/98 (date)

Signed on behalf of the Australasian
Meat Industry Employees' Union –
New South Wales Branch:

 (signature)
C. DONZOW (printed name)
4/11/98 (date)

In the presence of:

 (signature)
P. USHER (printed name)
4/11/98 (date)