

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/80**

**TITLE: Inghams Enterprises (Hoxton Park) Enterprise Agreement 1999**

**I.R.C. NO: 99/7087**

**DATE APPROVED/COMMENCEMENT: 25 February 2000**

**TERM: 5 August 2001**

**NEW AGREEMENT OR  
VARIATION: New/Replaces EA98/72**

**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 Hoxton Park, processing plant, only in respect to its employee covered by the Poultry Industry Preparation (State) Award.

**PARTIES:**

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



**INGHAMS ENTERPRISES  
(HOXTON PARK)  
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 (Hoxton Park) Enterprise Agreement 1999.

**2. ARRANGEMENT**

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**3. APPLICATION**

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

<p>Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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#### **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 Hoxton Park plant.

#### **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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.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:

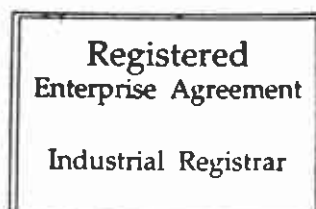
- Improving the productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures which would significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- Developing an environment of continuous 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. PUBLIC HOLIDAYS

- (1) A weekly employee not required to work shall be entitled to holidays on the following days or days observed in lieu without deduction of pay:
  - (a) New Years Day;
  - (b) Australia Day;
  - (c) Good Friday;
  - (d) Easter Monday;
  - (e) Anzac Day;
  - (f) Queen's Birthday;
  - (g) Eight Hours' Day;
  - (h) Christmas Day; and
  - (i) Boxing Day; and
  - (j) Picnic Day.
- (2) In the event of a holiday falling on a day which will result in a plant being closed for a minimum of three (3) days including Saturday and Sunday, an employee may be required to work on one of those days and be paid in accordance with this Clause.
  - (a) The Company will give employees at least 14 days notice of the requirement to work a public holiday.
  - (b) An individual employee must advise the Company in writing at least 10 days prior to the public holiday if they are unavailable to work as requested.
  - (c) Employees will not be required to work on Good Friday, Christmas Day (25 December), Boxing Day (26 December) or New Years Day, 1 January 2000.
- (3) All time worked on any of the days observed as holidays named in sub-clause (1) shall be paid for at the rate of double time and one-half with a minimum payment of 4 hours at such rate.
- (4) A full-time or part-time employee who works on a prescribed holiday may, by agreement evidenced in writing between the Company and the employee, perform such work at time and a half, provided that one day in lieu of such holiday shall be allowed to the employee at a mutually convenient time.
- (5) A Picnic Day Holiday will be taken on a rostered basis at a time mutually agreed between the Company and the employee.

## 9. 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.

Registered  
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- (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) Where an employee has:

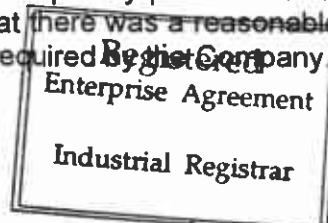
- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
- (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
- (c) has failed to produce satisfactory evidence as per sub-clause (1) including satisfactory description of 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.
- (3) 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.

#### 10. SATURDAY WORK

- (1) There will be a requirement for the Company to work overtime on various Saturdays to meet customer demands. Employees will be requested to volunteer to work on such Saturdays at normal overtime rates.
- (2) The Company will give the Union and employees 7 days notice of the Company's requirement to work a Saturday.
- (3) An employee who is rostered to work on a Saturday and who does not work as agreed shall be subject to the Company's normal disciplinary procedure. The onus shall be on the employee to satisfy the Company that there was a reasonable excuse for the absence including documentary evidence if required by the Company. If there



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are mitigating circumstances the Company will recognise legitimate and bona-fide reasons for the employee being absent with the provision of written proof.



**11. PAYMENT IN LIEU OF OVERTIME**

- (1) Subject to approval by the Company an employee (permanent, part-time or casual) may defer payment for overtime worked and take ordinary time off at a later date and receive payment for the overtime at that time. Such time off must be taken within 3 months of the entitlement occurring or payment for the overtime will be made to the employee.
- (2) When a public holiday occurs on a Monday then pay day in that week will be Thursday in lieu of Wednesday to avoid estimating and correcting wages, as is current practice. If an individual employee incurs bank charges on a periodic payment because of the Thursday pay day, then on production of documentary evidence to support the claim shall be reimbursed the bank charges by the Company.

**12 LEAVE**

Subject to reasonable notice from the employee and with prior approval by the Company, (which includes consideration of production requirements), an employee may take their annual leave or long service leave in multiple periods, including periods of less than 1 week.

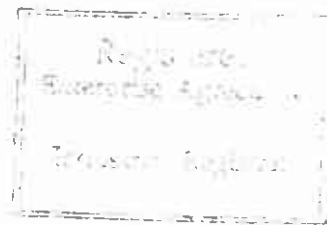
**13 HOURS OF WORK**

- (a) For the Value Added Section and new employees who commence after 1 August 1999 the ordinary hours of work for day workers shall be worked between 5:00 am and 7.30 pm. Therefore, the afternoon shift shall be a shift finishing after 7.30 pm and before 1.00 am.
- (b) For all other employees the ordinary hours of work for day workers shall be worked between 5.00 am and 6.00 pm.
- (c) Other than as provided in (a) above the an afternoon shift shall be a shift finishing after 6.00 pm and before 12.00 midnight in distribution and 1.00 am in other areas of the plant
- (d) By mutual agreement between the Company and the majority of employees, the starting and finishing times for ordinary working hours may be altered in the week before Christmas and the following week so that the week's production can be completed earlier than usual and thus allow employees to finish work early on the last day of the week before Christmas and New Year.

**14. UNION RECOGNITION AND MEMBERSHIP**

The Company recognises the Australasian Meat Industry Employees' Union as the union to represent its process workers.

All employees shall be provided with be an application for 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 Employee's 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.

**15. 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.

**16. 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 the term of this agreement to discuss and implement opportunities for further improvements in operations.

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

**17. 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.

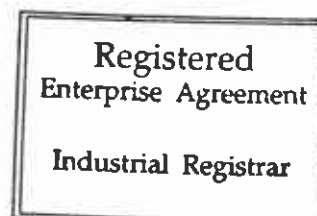
The Consultative process is one such element in which all employees are able to make a contribution to the decision making process of the Company.

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.

**18. 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.

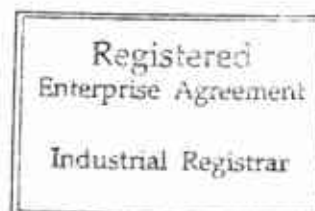
**19. GRIEVANCE PROCEDURE**

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.

**20. WAGE INCREASES**

- (1) 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 Schedule - Rates of Pay.



- (2) 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 Schedule - Rates of Pay.

**21. 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.

**22. 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*.

**23. SIGNATORIES**

Signed for and on behalf of:

Inghams Enterprises Pty Ltd }

In the presence of *Kathy Reeves* }

Dated this 5th day of November 1999.

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

In the presence of }

Dated this 11<sup>th</sup> day of November 1999.



**SCHEDULE  
RATES OF PAY**

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

CLASSIFICATION	3% INCREASE	NEW WEEKLY RATE
LEVEL 1	\$14.32	\$491.72
LEVEL 3	\$14.78	\$507.28
LEVEL 4	\$15.12	\$519.07
LEVEL 5	\$15.10	\$518.40
BONER	\$15.45	\$530.31

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

CLASSIFICATION	3% INCREASE	NEW WEEKLY RATE
LEVEL 1	\$14.75	\$506.47
LEVEL 3	\$15.22	\$522.50
LEVEL 4	\$15.57	\$534.64
LEVEL 5	\$15.55	\$533.95
BONER	\$15.91	\$546.22

**ALLOWANCES**

BRIEF DESCRIPTION	AMOUNT \$
Freezer Allowance –	
Minus 4	\$0.13 per hour
Minus 16	\$0.35 per hour
Freezer	\$0.95 per hour
Hanging Allowance	\$90.90 per week
Overtime Rate	\$0.28 per hour
Location Allowance	\$28.84 per week
Overtime Rate	\$0.74 per hour
Crate wash dirt Allowance	\$0.34 per hour
Fork Lift Allowance	\$2.68 per day

