

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/70

TITLE: Inghams Enterprises Pty Ltd (Tahmoor) Enterprise Agreement 2001

I.R.C. NO: 2001/7893

DATE APPROVED/COMMENCEMENT: 18 December 2001/ 5 August 2001

TERM: 5 August 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/81

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by the Inghams Enterprises Pty Ltd Tahmoor processing plant located at Rockford Rd, Tahmoor, NSW who are covered by the Poultry Industry Preparation (State)

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



**INGHAMS ENTERPRISES PTY LTD
(TAHMOOR)
ENTERPRISE AGREEMENT - 2001**

PREAMBLE

This agreement made this 8th day of NOVEMBER 2001 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 2001.

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.

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 (2001), 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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.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. 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 payout 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. CASUAL RATIO

The current flexibility with respect to casual ratios, as well as the Company's objective to comply with the spirit of the Award in this regard, is acknowledged. However, it is recognised and agreed that promotions, seasonal trading (e.g. Christmas stock build-up from weeks 42-52) and fluctuations in production requirements will result in the award casual ratio being exceeded.

10. CASUALS

- (1) Casual employees may be required by the Company to work the same hours each day as permanent employees and casual employees shall work in accordance with such requirements.
- (2) Casual employees shall be paid their ordinary time rate (including the casual loading) for the same number of ordinary hours per day as permanent employees in the section of the plant in which they are working. Casual employees shall be paid for overtime worked at the same rate of pay for the equivalent full time employee.

11. 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 absence.

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) 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 p.m. Therefore, employees are entitled to one day off after working nine (9) ordinary weekdays.



- (b) 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.
- (c) 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. Time worked on what would have otherwise been an employee's rostered-day-off shall be paid as a normal working day.

14. WORKPLACE CHANGE

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

- (a) Line speeds are 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

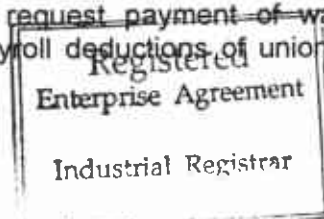


- (ii) Large Turkeys:- Line speed 13.5 bpm where pack off does not exceed 50%, and 12.5 bpm for pack off.
- (iii) Medium turkey 18bpm (manning as required).
- (iv) Manning as required to meet production needs on any given day.
- (b) White meat boning line to operate at the same line speed for skin off 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) hour's 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

- (g) Boning yields shall be maintained and improved where possible.
- (h) Meat Hens - Line speeds to be 40 birds per minute. Agreed manning levels must be maintained.
- (i) 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.
- (j) 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.
- (k) 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.
- (l) Other than for lunch, morning and afternoon tea periods, absence from an employee's workstation shall be taken on a needs basis only.
- (n) The Company agrees to co-operate with the appropriate National and State bodies in writing of the Competency Standards for the poultry industry.
- (o) Where an employee develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (p) 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.
- (q) The Company shall pay weekly wages by electronic funds transfer into the bank or other financial institution account nominated by the employee. Such payments to be made by the nominated pay day each week. Where a public holiday occurs then the time for payment of wages shall be extended by 24 hours. An employee may ~~request payment of wages~~ in cash where the Company ceases to offer payroll deductions of union fees in accordance with clause 15.



15. 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.

16. 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 member's accounts.

17. 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.

18. 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.

19. 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.



20. 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.

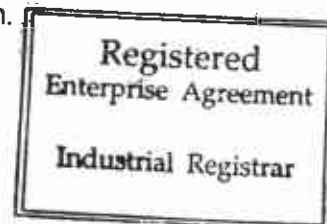
Should a dispute arise, in the future, at the works of the company, the following procedure shall apply:

- (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.

21. 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.



22. 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 as out in the attached Appendix A - Rates of Pay.

23. ALLOWANCES

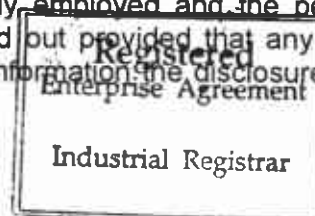
- (1) Allowances shall be increased by 4% as the first pay period to commence on or after 5 August 2001. The allowances resulting from this increase are set out in the attached Schedule - Rates of Pay.
- (2) A further 4% increase in allowances shall apply from the first pay period to commence on or after 5 August 2002 and are set out in the attached Schedule - Rates of Pay.

24. REDUNDANCY**(a) Discussions Before Termination**

- (i) Where the employer has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and this is not due to the ordinary turnover of labour and that decision may lead to termination of employment, the employer shall hold discussions with the employees directly affected and with the union.
- (ii) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provisions of paragraph (i) hereof, and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (iii) For the purpose of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned and the union, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out provided that any employer shall not be required to disclose confidential information the disclosure of which would be inimical to the employer's interests.

(b) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (I) hereof the employee shall be entitled to the same period of notice or transfer as he or she would have been entitled to if his or her employment had been terminated, and the employer may at the employer's option, make payment in lieu thereof of an amount equal to the difference between the employee's former classification rate and the new lower classification rate for the number of weeks of notice still owing.



(c) Severance Pay

- (i) In addition to the period of notice prescribed for termination, a weekly employee whose employment is terminated for reasons set out in paragraph (i) hereof, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
Over 1 year of service	4 weeks ordinary pay for each completed year of service to a maximum of 52 weeks

(d) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Alternative Employment

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(f) Time Off During Notice Period

- (i) During the period of notice of termination given by the employer for reasons set out in paragraph (a)(i) an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(g) Notice to Employment National

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (i) hereof, the employer shall notify the Employment National (or relevant authority) thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.



(h) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(i) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, neglect of duty, of gross misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

(j) Financial Assistance

The employer shall offer free of charge to employee/s who are made redundant independent financial assistance for the purposes of assisting employees with the management of monies received as a result of the redundancy.

(k) Relocation

In the circumstances described in this clause, the Company reserves the right to offer employees alternate employment at other Inghams' locations. Where the transfer to another Inghams' facility would cause severe hardship, a full time employee shall be entitled upon termination of employment to the severance payment provided in this clause. "Severe Hardship" for the purposes of this clause shall mean where the radial distance to the new work site, measured from the employees home, is at least an additional 10 kilometres over the distance from the employee's home to the existing plant site.

An employee offered continued employment at another Inghams location will be allowed a trial period of 4 weeks working at the new location before a final decision needs to be made to accept such employment.

An employee who accepts permanent employment with Inghams at an alternate location will receive a relocation payment of \$500.00.

For each week of employment at the alternate location, for a maximum of 52 weeks, an employee shall be entitled to a travel payment as follows:

- (a) Where the radial distance to the new work location measured from the employees home is up to an additional 10 kilometres over the radial distance measured from the employees home to the Tahmoor site the employee shall receive \$20.00 per week.
- (b) Where the radial distance to the new work location measured from the employees home exceeds 10 kilometres over the radial distance measured from the employees home to the Tahmoor site the employee shall receive \$40.00 per week.

(l) Sick Leave Payout

All accumulated sick leave shall be paid out at the time of termination as a result of redundancy.



(m) **Death of Employee**

Where an employee who has been provided with written notice of termination of employment die during the period of notice, all benefits up to the date of death relating to this agreement shall be paid directly to his/her estate or nominated person as per legal instruction.

24. DURATION

This agreement shall take effect from 5 August 2001, and shall remain in force until 5 August 2003. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

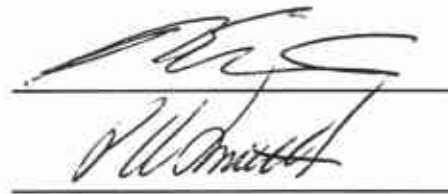
25. RENEGOTIATION

During February 2003 the parties shall meet to consider whether to extend this agreement for a further period of 12 months or to commence negotiations for a replacement Agreement.

26. SIGNATORIES

Signed for an on behalf of:

Inghams Enterprises Pty Ltd }



In the presence of }

Dated this 8th day of November 2001.

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

P. W. Usher

In the presence of }



Dated this 8th day of November 2001.



APPENDIX A
Monetary Rates

WEEKLY 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 the dates specified at the top of each column.

CLASSIFICATION	5 August 2001	5 August 2002
LEVEL 1	\$506.18	\$526.43
LEVEL 3	\$543.40	\$565.13
LEVEL 4	\$556.02	\$578.26
LEVEL 5	\$555.30	\$577.52

TABLE 2 Other Rates and Allowances

Item No.	Brief Description	5 August 2001	5 August 2002
1	Freezer Allowance ---- Minus 4 (glycol) Freezer (Below -18)	13c per hour 62c per hour	14c Per hour 64c. Per hour
2	Hanging Allowance	57c per hour	59c. Per hour
3	Location Allowance	\$1.35 per hour	\$1.40 per hour
4	Fork lift Allowance Crane Allowance	\$2.68 per day \$5.62 per day	\$2.68 per day \$5.62 per day
5	First aid Allowance	\$1.90 per day	\$1.98 per day
6	Leading Hand Allowance	\$5.55 per day	\$5.77 per day
7	Manual Evisceration Allowance	52 c per day	54c per day

