

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/125

TITLE: Inghams Enterprises (Ingleburn) Enterprise Agreement 2003

I.R.C. NO: IRC4/1540

DATE APPROVED/COMMENCEMENT: 2 April 2004 / 5 August 2003

TERM: 36 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 10

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Inghams Enterprises Pty Ltd at its processing plant located at lot 64, Benson Road, Ingleburn, NSW 2565, engaged in classification levels 1-5 who fall within the coverage of the Poultry Industry Preparation (State) Award

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

INGHAMS ENTERPRISES (INGLEBURN) ENTERPRISE AGREEMENT - 2003

PREAMBLE

This agreement made the 17th day of November 2003 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 Pty Ltd (Ingleburn) Enterprise Agreement 2003.

2. Arrangement

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3. Application

This agreement shall apply at the Inghams Enterprises Pty Ltd Ingleburn further processing plant located at Benson Road Ingleburn, 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 Company's Ingleburn 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 award, 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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this Agreement.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.

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. Hours of Work

- (a) The ordinary hours of work for permanent day workers employed as at 5 August 1997 shall be between 5.00 am and 5.00 pm unless otherwise agreed. However, for other employees the ordinary hours of work for day workers may be worked between 5.00am and 6.00pm. As a consequence an afternoon shift shall be a shift finishing after 6.00 p.m. and at or before 1.00 a.m.
- (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 am is paid at overtime rates. This clause does not preclude the Company from working employees overtime prior to 5 am.
- (c) The company currently operates a method of working ordinary hours where full time employees work 8 ordinary hours per day with the time in excess of 7 hours 36 minutes on each day worked being aggregated for accrued leisure time. After each period of 19 ordinary days worked, accrued leisure time of 7 hours 36 minutes is available to an employee (i.e 19 days x 24 minutes per day).
- (d) An employee's entitlement to accrued leisure time shall be taken as a "rostered day off" (RDO) on an agreed basis on a Monday or a Friday or where requested by the employee on any agreed day. An employee may accumulate up to 38 hours of accrued leisure time to be taken at times that suit the

company and the employee concerned. Upon written request from an employee the Company may pay an employee in lieu of the employee taking an RDO and the employee's RDO bank shall be reduced accordingly.

- (e) Notwithstanding any other provision of this agreement during the Christmas stock build period (1 October to 24 December each year) RDOs will only be allowed in exceptional circumstances. Any dispute regarding the taking of an RDO in this period shall be raised by the union delegate with the Plant Manager or his nominee. The RDOs not taken during this period can be taken in conjunction with the plant Christmas closure or the employee's annual leave. The days actually worked shall be treated as ordinary working days.
- (f) With 14 days notice the company may implement a plant closure day where the majority or all employees will take an RDO. Such days shall be a Prime Day (Monday or Friday) except where preceding or following a Public Holiday and shall be limited to one day per month unless otherwise agreed by the union delegates after consultation.

9. Absence from Work

- (1) An employee who is absent from work (other than on approved leave) shall:
 - (a) Notify the Company prior to the 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) If the reason for the absence is a work related injury then the employee shall inform the Company when, where and how the injury occurred.
 - (c) 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.
 - (d) 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 (regularly absent on any day) or exhibits a pattern (eg absent consistently on Monday or Friday).
 - (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).
 - (d) Failed to notify the employer of expected absences at the earliest opportunity.

Then the following arrangement shall apply:

- (a) In the first instance is subject too 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 Company may terminate the employment.

- (3) 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.

10. Overtime and Production Requirements

The Parties and employees acknowledge the Award requirement to work reasonable overtime to meet the needs of the Company and its customers.

The parties and employees agree that employees will take all steps necessary to avoid loss of product including:

- (a) Completing all work in progress that needs to be cooked within 24 hours of the emulsion being made.
- (b) Complete the processing of meat because of the age of the raw material which could either then be frozen or cooked.

11. 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 and seasonal trading (e.g. Christmas stock build-up from weeks 42-52) have and always will be an exception.

12. 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. The actual starting times for casuals shall be as advised by the Company to meet operational and production requirements including start times that are different to permanent employees.
- (2) Casual employees shall be paid their ordinary time rate (including the casual loading) for the number of ordinary hours worked per day up to the number of rostered ordinary hours of permanent employees in the section of the plant in which they are working.
- (3) Casual employees shall be paid for overtime worked at the same rate of pay for the equivalent full time employee.
- (4) The Company shall on a regular basis (twice yearly) in consultation with the union delegates, review its labour requirements so as to maintain a level of full time employees suitable to meet its normal production levels (seasonal and promotional fluctuations excluded). Casuals will be offered full time work based on their experience, ability to perform work and attendance record when rostered to work, following consultation with leading hands and supervisors.

13. 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.

15. Other Productivity Measures

- (a) Waste Reduction - Waste reduction in processing by increased awareness and involvement in measuring of performance.
- (b) Reduction of Disposed Meat - Reduction of meat disposed as a result of being dropped on the floor by increased awareness and effort in stopping meat hitting the floor.
- (c) Performance Evaluations - evaluations for shop floor employees.

- (d) Training - Assistance in developing and implementing training programs and training for the shop floor.
- (e) Shop Floor Initiative in oven utilisation - Combining of differing product racks to reduce the overall number of cooks required per working day.
- (f) Minor Adjustments - Minor machine adjustments to be made by trained personnel, where their adjustments are deemed to be safe. A program will be developed whereby certain meat workers are trained by a tradesperson to carry out minor adjustments and machine changeovers. This program will be developed in conjunction with appropriate metal trades employees after agreement with the Union.
- (g) 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 must become the responsibility of everyone. The parties are committed to introducing a system involving on-line checks and paperwork to ensure quality is built into products while in process.
- (h) Picnic Day - The Plant will no longer close for the Picnic Day of the New South Wales Branch of the Union, as provided in Clause 11 of the Award. This day (being the first Monday in November) will be a normal working day. All employees, other than casuals, shall be entitled to a picnic day holiday on a rostered basis to be taken at a time mutual agreed between the Company and the employee. Provided that such day be a Prime day (i.e. Monday, or Friday) unless otherwise agreed. Any untaken picnic day entitlement shall be paid out on termination of employment or on request.
- (i) Staggered Breaks - The existence of staggered breaks in the operation is acknowledged. The parties recognised the improvement through staggered breaks and this may be extended following consultation between the parties.
- (j) The four programmed "seven minute" breaks shall no longer apply.
- (k) The meals and rest periods provided in clause 9 of the Award shall be taken at such times as mutually agreed between supervisors and employees by section
- (l) The Company will undertake training in accordance with the Competency Based Training Framework. Employees designated to train and assess employees in accordance with the Framework shall undertake the approved "Train the Trainer" and "Assessor" courses.

When positions become vacant for trainers and assessors the company will call for expressions of interest from employees wishing to be considered to fill the vacancy.

Leading Hands who undertake training and/or assessing in accordance with the above shall be paid an allowance at the rate of \$10.00 per week in addition to the appropriate leading hand allowance. Other employees appointed by the Company as the Trainer for their area shall be paid an allowance equivalent to the Leading Hand Large Group as specified in Appendix A.

- (m) In accordance with the Workers Compensation Act 2000 and the spirit of giving the best chance for injured workers to return to pre injury duties, employees on a Return to Work Program shall be extra to the manning count except in cases where the Return to work Program allows the normal duties of the task requested to be carried out by the injured employee

16. 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.

17. Union Recognition and Membership

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

- (b) All employees shall be provided with an application form to join the union at the point of recruitment and introduced to the delegates.
- (c) 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.

18. 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.

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 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.

20. Disputes Resolution 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 giving 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

In consideration of the implementation of the additional productivity measures referred to in this agreement employees shall receive the new weekly rates from the dates specified in Attachment A. Work related allowances shall be increased by the same percentage increases as wage rates and from the same date.

23. 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 (a)(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 (a)(i) hereof, shall be entitled to the following amount of severance pay in respect of a continuous period of service:

Period of Continuous Service

Severance Pay

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 (a)(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 Ingleburn 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 Ingleburn 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. 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. Provided that the parties will commence discussions in June 2005 in regard to a replacement for this agreement.

25. Duration

This agreement shall take effect from 5 August 2003, and shall remain in force until 5 August 2006. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

25. Renegotiation

The parties shall commence negotiations for a replacement agreement in the first week of April 2006 with a view having a new agreement finalised by 31 June 2006. The parties shall negotiate in good faith. Should a new agreement not be concluded by 31 June 2006 then the parties shall refer the matter to the Industrial Relations Commission of New South Wales for conciliation and if necessary arbitration.

26. Signatories

Signed for an on behalf of:

Inghams Enterprises Pty Ltd } _____

In the presence of } _____

Dated this 17th day of November 2003.

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

In the presence of } _____

Dated this 17th day of November 2003.

ATTACHMENT A

Rates of Pay

The following weekly rates and allowances 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	Current	5 August 2003 4%	5 August 2004 4%	5 August 2005 4%
LEVEL 1	\$536.44	\$557.90	\$580.21	\$603.42
LEVEL 3	\$565.14	\$587.75	\$611.26	\$635.71
LEVEL 4	\$578.27	\$601.40	\$625.46	\$650.48
LEVEL 5	\$577.52	\$600.62	\$624.65	\$649.63

Allowances

Description	5 August 2002	5 August 2003 4%	5 August 2004 4%	5 August 2005 4%
Forklift	\$2.79 p.d.	\$2.90 per day	\$3.02 per day	\$3.14 per day
Chiller below 4 degrees	14c per hour	15 c per hour	15c per hour	16c per hour
Leading Hand (Small Group)	\$17.24 per week	\$17.93 per week	\$18.65 per week	\$19.39 per week
Leading Hand (Large Group)	\$28.76 per week	\$29.93 per week	\$31.13 per week	\$32.37 per week