

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/127

TITLE: Inghams Enterprises (Cardiff) Enterprise Agreement 2005

I.R.C. NO: IRC6/308

DATE APPROVED/COMMENCEMENT: 3 February 2006 / 8 September 2006

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/118.

GAZETTAL REFERENCE: 31 March 2006

DATE TERMINATED:

NUMBER OF PAGES: 21

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Inghams Enterprises Pty Ltd, Cardiff Processing Plant located at Pendlebury Road, Cardiff, New South Wales, who fall within the coverage of the Poultry Industry Preparation (State) Award.

PARTIES: Inghams Enterprises Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch

**INGHAMS ENTERPRISES (Cardiff)
ENTERPRISE AGREEMENT - 2005**

PREAMBLE

This agreement made the ____ day of _____ 2005 between Inghams Enterprises Pty Ltd (hereinafter referred as the "Company") and The Australasian Meat Industry Employees' Union - Newcastle and Northern 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 (Cardiff) Enterprise Agreement 2005.

2. ARRANGEMENT

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3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Cardiff Processing plant located at Pendlebury Road, Cardiff, New South Wales, only in respect to its employees covered by Poultry Industry Preparation (State) Award (the Award).

4. PARTIES BOUND

This agreement shall be binding upon;

- (a) Inghams Enterprises Pty Ltd;
- (b) The Australasian Meat Industry Employees' Union - Newcastle and Northern Branch; and
- (c) All employees of the Company covered by the Award working at the Cardiff plant.

5. RELATIONSHIP TO EXISTING AWARD

- (a) This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award, 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 Except where superseded by this agreement the terms of the previous agreements continue to apply to the parties.
- (b) The parties agree that the Award as it stands at the date of Certification of this Agreement shall continue to be the Award for the purposes of interpreting and applying this Agreement regardless of any changes which may be made to the Award during the life of this Agreement whether such changes are by Act of Parliament or order of the Commission.

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. 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;
 - (i) Boxing Day, and
 - (j) Any other Gazetted Public Holiday applicable to the Cardiff plant.
- (2) An employee who works a prescribed holiday may, by agreement evidenced in writing between the Company and the employee, perform at single time, with the balance of the payment due being made in conjunction with one day off in lieu of such holiday, at a mutually convenient time.
- (3) Any employee absent without leave on the working day immediately preceding or the working day immediately succeeding an award holiday or holidays shall be liable to forfeit wages for the holiday as well as for the day of absence except where an the Company is satisfied that the employee's absence was due to illness or other reasonable cause in which case wages shall not be forfeited.

- (4) If the employee's Rostered Day Off coincides with a public holiday, then the rostered day off shall be re-scheduled to another day. Provided that an employee through re-scheduling a rostered day off receives no more or no less public holiday hours than a full time weekly employee working a flat 38 hours per week.
- (5) The Union Picnic Day, as provided in Clause 11 of the Award, will be a normal working day. All employees, other than casuals, who work on the Picnic Day (designated as the first Monday in August each year) 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. Any untaken picnic day entitlement shall be paid out on termination of employment or on request.

9. ABSENCE FROM WORK

- (1) An employee who is absent from work 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) 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 9(1)(c) 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:

- (i) In the first instance be subject to counselling from their Supervisor.
- (ii) If the employee fails to respond to counselling a written warning will be issued stating the nature of the warning, the instances leading to its issue and the improvement required.

- (iii) If there is no improvement a further written warning will be issued 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. If after a review period the employee has responded positively to the counselling then the employee shall be advised accordingly. The union representative and the Company will agree on a review date.
- (iv) 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 once each calendar year request pay-out of the amount in excess of 76 hours at one of the following times:
- On the employee's anniversary date of commencing full time employment with Inghams.
 - In conjunction with an employee's annual leave.
 - In December of any year.
 - At a time mutually agreed between the employer and the employee.

When such payment is made the employee's sick leave credit shall be reduced accordingly.

10. SATURDAY

- (1) It is acknowledged that there is a need to work production overtime on various Saturdays throughout the year to meet customer requirements. When this need to work overtime on a Saturday arises, in the first instance the Company will call for volunteers to work.
- (2) If there are insufficient volunteers with the required skills then on a maximum of six occasions per year the Company may require employees to work Saturday production overtime.
- (3) Payment for such Saturdays will be at time and a half for the first two hours and double time thereafter.
- (4) The Company will give the Union and employees 7 days notice of the requirement to work six days, including the Saturday, in the following week. Should a decision be subsequently taken not to work that particular Saturday the Company will give employees at least 48 hours notice of such cancellation.
- (5) Absence from work as required by this clause shall be an "unauthorised absence" unless it is approved in writing by the Company prior to the Saturday in question or

the employee produces a doctor's certificate stating that the reason for the absence was on account of sickness or accident.

- (6) Employees who volunteer to work overtime on Saturdays and fail to attend for such overtime shall be counselled in accordance with the disciplinary procedure. The Company may refuse to offer such an employee any further overtime.

11. OVERTIME

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.

12. LEAVE

- (1) Subject to prior approval by the Company, which includes consideration of production requirements, an employee may:
 - (a) take their annual leave or long service leave in multiple periods, including periods of not less than 1 week.
 - (b) Accrue their annual leave for two years to take a combined period of annual leave of 8 weeks.
 - (c) In exceptional circumstances be granted single days of annual leave.
- (2) An employee who is ill or injured during periods of annual leave resulting in the employee being incapacitated for no less than 5 days of their annual leave, may request that the period of illness or injury be deducted from their sick leave entitlement and the corresponding period be re-credited to their annual leave entitlement. The following conditions shall apply:
 - (a) The employee concerned must present a doctors certificate stating the nature of the illness or injury and the period that the employee was incapacitated at the time of claiming the sick leave; and
 - (b) The employee must have enough sick leave accruals to cover the period of leave and the 20% annual leave loading paid to the employee at the commencement of the annual leave (i.e. if the employee seeks credit of 5 days annual leave they must have no less than 6 sick leave days accrued);
- (3) Employees may take some or all of their annual leave on half pay in conjunction with Maternity Leave on the following basis:
 - (a) The total period of absence from work resulting from the combined annual and maternity leave cannot exceed 52 weeks; and
 - (b) Such leave must be taken in minimum 8 week blocks (i.e. 4 weeks annual leave at half pay); and

- (c) The employee advises the Company of her desire to take annual leave at half pay as soon as practicable after notifying the Company of her intention to take maternity leave.
- (4) On the basis that an employee complies with all requirements of the Bereavement Leave clause of the Award the amount of leave available shall be 3 days in lieu of the award provision of two days.

13. HOURS OF WORK

13.1 Shift Work

- (1) The Company may introduce a new evening shift commencing on Sunday evening and running for 5 days. Initially the shift will be for 6 hours duration per day. However, after consultation and agreement between the Company, employees and the Union the length of the shift may be increased to meet production requirements.
- (2) The start time for ordinary hours shall be 11 pm in the live hanging area with staggered starts in other areas of the plant.
- (3) A shift penalty of 20% shall apply in addition to an employee's classification rate of pay for all ordinary hours worked Sunday to Friday.
- (4) A meal period of 20 minutes and a smoko break of 15 minutes shall apply each shift and be counted as time worked. Should the duration of the shift be increased to 8 hours then a second smoko break of 15 minutes will apply in the second half of the shift.

13.2 Ordinary Hours

- (1) The ordinary hours of work for day workers shall be worked between 4.30am and 9.00 pm. Therefore, the afternoon shift shall be a shift finishing after 9.00 pm.
- (2) Full time employees shall be required to work an average of 38 ordinary hours per week.
- (3) Full time employees shall continue to be entitled to 76 hours (10 days) of sick leave and 152 hours (20 days) of annual leave per annum.
- (4) It is recognised that the above arrangements have been agreed to meet current production requirements. In the event that circumstances change other arrangements may be agreed to meet such future requirements. Any changes in the daily hours or the pattern of hours shall be processed in accordance with the terms of the Award.
- (5) The Company will not use the span of hours in clause 13.2(1) to change an existing employee's start time for the purpose of avoiding the payment of pre-shift overtime. However this clause does not prevent the Company from determining its own labour requirements and rostering arrangements in relation to start times and hours of work.

13.3 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 21% casual loading) for actual hours worked to a maximum of eight hours per day.
- (3) Casual employees shall be paid for overtime worked at the same rate of pay as for an equivalent full time employee (no casual loading).
- (4) The calculation for overtime for casuals will be on a daily basis and each day will stand alone.
- (5) The Company has a policy to use labour hire companies to recruit new casual employees. Such casuals will be paid the appropriate rate under this agreement when working at the Cardiff plant.
- (6) Subject to satisfactory performance, employees of the labour hire company will transfer to Inghams as a casual employee after a period of 520 ordinary hours of working at Inghams Cardiff. The first 3 months employment by Inghams shall be a probationary period.
- (7) It is recognised that the Company has an ongoing necessity for a pool of casual labour to cover absenteeism, approved leave and fluctuations in customer demand. However, a casual who has been employed by Inghams on a regular and consistent basis for at least 6 months may apply for a full time position. Appointment to a full time position is subject to Inghams normal employment procedures and a full time position being available.

13.4 Rostered Days Off (RDO's)

- (1) The Company will endeavour to maintain Rostered Day's Off over the busy Easter and Christmas periods. However, when the need arises because of production requirements, the Company by mutual agreement may either postpone or pay-out the Rostered Day off.
- (2) With the approval of the employer an employee may take their rostered day off (RDO) on a deferred basis. Work on what would have been the employee's RDO shall be paid as for a normal working day.

13.5 Friday Work

A full day's processing will be scheduled for each Friday. Should overtime be required to finish the day's work for any reason beyond the Company's control, then employees shall work reasonable overtime if required.

14. NOTICE OF CHANGE

- (1) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and their Union.
- (2) The Company shall discuss with the employees affected and their Union, the introduction of the changes referred to in subclause (1) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their Union in relation to the changes.

15. ABANDONMENT OF EMPLOYMENT

Where an employee is absent from work for a period of three consecutive working days without contacting the Company in regard to the reasons for the absence it shall be assumed that the employee has abandoned their employment. If within 14 days from the commencement of the absence the employee has not proved to the Plant Manager that there was a satisfactory reason for the absence then the employee shall be deemed to have abandoned their employment. The employer, within **10** working days of the commencement of the absence, is to post to the last known address of employee concerned a notice advising of the requirements of this clause.

16. DISPUTE SETTLEMENT PROCEDURE

The parties agree that, subject to the provisions of the New South Wales Industrial Relations Act 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employees and the immediate supervisor.
- (b) If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the Union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- (c) If no resolution is reached in a reasonable time period, the union representative shall refer the dispute to the Union Secretary and the company shall refer the dispute to Senior Management for further discussions.
- (d) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (e) Should the matter still not be resolved within reasonable time period it may be referred to Industrial Relations Commission of New South Wales for settlement by either party.

- (f) The parties shall, at all times, confer in good faith and without undue delay.
- (g) During the discussions the status quo (except in the case of summary dismissal) shall remain and work shall proceed normally in accordance with this agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

17. WAGE & ALLOWANCES

- (1) In consideration of the implementation of the productivity measures referred to herein, the weekly wages as specified in Table 1 shall be increased as per the following:

4% from the first full pay period commencing on or after 8 September 2005

4% from the first full pay period commencing on or after 8 September 2006

4% from the first full pay period commencing on or after 8 September 2007

Should the Company introduce a second day shift, wages and allowances will be increased by a further .5% from the first full pay period commencing on or after the implementation of the new shift.

- (2) An employee appointed by the employer as a Leading Hand shall, while undertaking the duties listed in appendix B, be paid the allowance specified in the Table.
- (3) In lieu of Award increases, allowances shall be increased in accordance with the attached Table
- (3) Trainers and Assessors appointed as such by the Company and who have completed the appropriate training and/or received recognition to train and or assess workers competency in accordance with the training agenda at the plant shall be paid an allowance in accordance with the attached table.

18. BONE QUALITY

Employees shall ensure that at the final inspection in the boning room, bone contamination remains below 2.5 bones per 5000kg of chicken meat including tenderloin.

The target is for nil bone contamination for all product leaving the plant

19. UNION RECOGNITION

The Company recognises the Australasian Meat Industry Employees Union – Newcastle and Northern Branch as being the union that shall have exclusive representation of employees in the classifications covered by this agreement.

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

- (1) The Company shall deduct from the wages of each employee who has authorised it membership fees at the amount from time to time decided by the Committee of Management of the Union. The Company shall forward these deductions to the Secretary of the Union.
- (2) An employee elected as a union representative will, upon notification to the Company by the Union, be recognised as the accredited Union representative and will be allowed the necessary time during working hours to interview relevant Company representatives on matters affecting employees of the Company which are progressed through the Dispute Resolution Procedure.

20. UNION REPRESENTATIVES LEAVE

For the purpose of this clause, Union Representative means an employee who is the accredited Delegate of the Union or the Union member who has been duly elected to represent the site.

The union representative is entitled to reasonable time off work without deduction of normal pay for the purposed of carrying out the following functions:

- attending Company related hearings and conferences in Industrial Tribunals
- representing Company employees in resolving grievances
- attending meetings with Company Representatives
- investigating employee grievances
- induction briefings for new employees

Union representatives are entitled to take leave without deduction of normal pay for the purposes of attending Union training seminars and courses. The maximum number of paid days available at the plant is 15 days per calendar year (non cumulative).

The Union shall give the Company reasonable notice in writing of their request to release the relevant employee for such training where practicable.

21. INDUCTION OF NEW EMPLOYEES

The Union Delegate will be involved and co-operate in the current induction program for new employees in order to insure a smooth transition into the workforce.

- (a) The Company will continue the induction program for all new employees which will include training on occupational health and safety and workers compensation.

22. UNION RIGHT OF ENTRY

The parties agree to incorporate Chapter 5, Part 7 of the *Industrial Relations Act 1996* into this Agreement.

23. PAYMENT OF WAGES

- (1) Wages shall be processed weekly on a day fixed by the Company. Under normal conditions, employees' pays will be credited to bank accounts no later than midnight on Wednesdays. The Company will not be responsible for delays in payment due to the EFT system.
- (2) Wages will be paid by electronic funds transfer to an account nominated by the employee.
- (3) When a public holiday occurs on a Monday then payday in that week will be Thursday in lieu of Wednesday to avoid estimating and correcting wages.
- (4) If an employee is underpaid by a net amount equal to or greater than four hours pay, the Company will ensure that the employee receives the entitled amount. Payment shall be by electronic transfer on the day after the underpayment was reported. If payment is late due to external issues related to bank transfers and/or agency failure that result in total payroll or large sections being delayed, the Company will make all efforts to deal with these issues as soon as possible. Consideration will be given to all claims.
- (5) If an employee is underpaid by a net amount less than the equivalent of four hours pay then the error will be corrected in the pay week following the reporting of the error.
- (6) At the request of an employee in writing, the Company will continue to pay an employee on a weekly basis for approved annual leave in lieu of a lump sum in advance. The annual leave loading will also be paid weekly.

24. PART TIME EMPLOYMENT

- (1) The company may employ part time employees. Part time employees shall have a minimum start per occasion of three continuous hours other than as provided at sub-clause (2).
- (2) A part time employee may have a minimum start of two continuous hours, on two or more days per week, provided that:
 - a. A two hour start is sought by the employee to suit their personal circumstance. Details of the employee's circumstances shall be recorded on file, and a copy provided to the union; or
 - b. The employee resided within 5 kilometres from the site.
- (3) The average maximum number of ordinary hours worked per week must not exceed 38.
- (4) Part time employees will receive the same ordinary hourly rate as paid to full-time employees of the same classification.

- (5) If a part time employee agrees to work additional hours in addition to those specified as minimum hours, those additional hours will be paid at the same rate as paid to full-time employees of the same classification. No penalty payments are made unless and until the hours worked by the part time employee fall outside the ordinary full-time hours applicable to full-time employees.
- (6) By consent, a part time employee may have their “fixed” hours and days varied, provided that they are consistent with the provisions of this clause.
- (7) By consent, a full time employee may become a part time employee provided their hours are consistent with the provisions of this clause.
- (8) By consent, a part time employee may revert back to a full time employee if their circumstances change (i.e: Family commitments, financial burdens)
- (9) All part time employees will be entitled to all benefits and conditions as the full time employees, provided that such benefits and conditions will apply on a pro-rata basis.

25. DRUG AND ALCOHOL TESTING

The parties acknowledge that the employer will introduce alcohol and drug testing on site via swabs and breath testing during the life of this Agreement. The parties will hold discussions prior to the introduction of these tests to consult on issues such as when testing will occur, who will conduct tests and consequences of positive tests.

26. JOB SHARE

- (1) With the approval of management two employees may volunteer to establish a job share arrangement where their combined ordinary hours of work equal the ordinary hours per week of a full time employee.
- (2) Each employee participating in the job share arrangement shall be entitled to the benefits of a full time employee in the same proportion that their hours or work relate to that of a full time employee.
- (3) Each employee in the job share arrangement shall cover for the other employees absences from work (i.e.: sick leave, annual leave, long service leave)
- (4) The job share arrangement shall cease if either employees is terminated for any reason. Provided that the job share arrangement may continue where suitable alternate arrangements can be made with the existing workforce. Such arrangement shall be subject to the approval of management.
- (5) As an alternative (4) the remaining job share employee may take the full time position previously subject to job share.

27. STUDY LEAVE

Employees may request paid leave for the purposes of participating in an external course of study subject to the following conditions:

- (a) The course of study is not offered within the Company's set training programme;
- (b) The course of study is relevant to the duties performed by the employee and the business of the Company;
- (c) The employee provides adequate notice of the course particulars and study schedule to the Company; and

The Company may approve the leave request at its sole discretion.

28. SUPERANNUATION

An employee may request in writing for the Company to make pre-tax contributions to complying funds through a wage sacrifice arrangement.

29. RENEWAL

The Consultative Committee will remain active for the duration of this agreement, and the parties will commence negotiations in good faith, and without prejudice, no later than 3 months prior to the expiry date of the agreement in relation to the renewal or variation of this agreement.

30. DURATION

This agreement shall take effect from 8 September 2005 and shall have a nominal life of three years. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

31. 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 to any matter that will increase Company labour costs.

32. AUSTRALIAN WORKPLACE AGREEMENTS

The Company will not seek to enter into any Australian Workplace Agreements with any employee covered by this Agreement during the life of this Agreement. This includes prospective employees who would be covered by this Agreement upon engagement.

33. NO DURESS

The parties to this Agreement declare that it has been entered into without duress or coercion and that the parties understand the effect of the Agreement.

34. REDUNDANCY

The provisions of Annexure A (Redundancy – Cardiff Processing Plant), attached, shall form part of this Agreement.

35. SIGNATORIES

Signed for and on behalf of:
Inghams Enterprises Pty Ltd

In presence of

Signed this _____ day of _____ 2005

**The Australasian Meat Industry
 Employees' Union - Newcastle and
 Northern Branch**

}

In presence of

}

Signed this _____ day of _____ 2005

TABLE 1 - WAGES

PROCESS EMPLOYEES LEVEL	Column 1 WEEKLY RATE 8 September 2005 4% \$	Column 3 WEEKLY RATE 8 September 2006 4% \$	Column 4 WEEKLY RATE 8 September 2007 4% \$
1	\$584.96	\$608.36	\$632.69
2	\$611.25	\$635.70	\$661.13
3	\$620.98	\$645.82	\$671.66
4	\$639.55	\$665.13	\$691.74
5	\$636.02	\$661.46	\$687.92
Boners	\$646.63	\$672.50	\$699.40
Leading Hand	\$60.83	\$63.26	\$65.79

N.B. Casual employees receive a loading of 21% on all ordinary hours worked (See clause 13.3).

TABLE 2 Other Rates and Allowances

The following allowances apply from the first pay period to commence on or after the dates specified at the top of each column

Item No.	Brief Description	8 September 2005 4%	8 September 2006 4%	8 September 2007 4%
1	Temperature Allowances (p/h)			
	Below 4 degrees	\$0.1664	\$0.1731	\$0.1800
	Below minus 16 degrees	\$0.4368	\$0.4543	\$0.4724
	Below minus 18 degrees (Dock Hands)	\$0.7696	\$0.8004	\$0.8324
	Freezer – Below Minus 20 degrees	\$1.1440	\$1.1898	\$1.2374
2	Hanging Allowance (p/h)	\$0.3536	\$0.3677	\$0.3825
3	Location Allowance (p/h)	\$0.7904	\$0.8220	\$0.8549
4	Forklift Allowance (p/d)	\$3.3384	\$3.4719	\$3.6108
5	First aid Allowance (p/w)	\$11.1904	\$11.6380	\$12.1035
6	Leading Hand Allowance (Large Group) (p/w)	\$60.8296	\$63.2628	\$65.7933
7	Leading Hand Allowance (Small Group) (p/w)	\$19.5520	\$20.3341	\$21.1474
8	Paperwork Allowance (p/w)	\$30.4096	\$31.6260	\$32.8910
9	Evisceration Allowance (p/h)	\$0.3432	\$0.3569	\$0.3712
10	Trainer/Assessor (p/w)	\$33.7480	\$35.0979	\$36.5018
11	Trainer/Assessor (p/d)	\$6.7496	\$7.0196	\$7.3004

(p/h) = per hour (p/d) = per day (p/w) = per week

INGHAMS ENTERPRISES PTY LTD

REDUNDANCY – CARDIFF PROCESSING PLANT

INTRODUCTION

This agreement made between Inghams Enterprises Pty Ltd (the Company) and The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch (the Union); this 6th day of September 2001 records that it is mutually agreed as follows:

1. SCOPE

This agreement applies to Award covered employees of the company employed at its Cardiff Processing Plant, Pendlebury Road, Cardiff, New South Wales. Except as provided in this agreement the provisions of the Award shall apply. Where there is

any inconsistency between the terms of this agreement and the Award, then the terms of this agreement shall prevail.

2. **DEFINITIONS**

“Award” means the Poultry Industry Preparation (State) Award.

“Casual employee” means an employee who is employed on an hourly basis, in accordance with the Award. A casual employee is not entitled to any termination payments pursuant to this agreement.

“Part time employee” means an employee whose rostered hours of work are less than an average of 38 hours per week.

“Redundancy” means a situation where the company proposes to permanently cease operating all or a major part of the Cardiff Processing Plant and this cessation results in full time or part time employees becoming surplus to the company’s labour requirements. “Redundancy” does not include:

- (a) termination of employment pursuant to the company’s Disciplinary Policy and Procedure, provided that such termination is not directly related to the company’s requirement to reduce its labour requirements;
- (b) termination of employment due to retirement;
- (c) situations where full time or part time employees become surplus to the company’s labour requirements due to industrial action taken by employees which affects the company’s ability to continue normal operations;
- (d) variations to rosters or shifts, as provided for by the Award or site agreement, as a result of restructuring or changes in customer demands or operational requirements. Where an employee affected by such change is genuinely forced to terminate their employment because of pressing domestic necessity then they shall be entitled to the benefits of this agreement. "Pressing domestic necessity" does not include financial disadvantage as a result of changed entitlements to shift allowances or overtime.
- (e) situations where employees are offered appropriate training and continued employment in other areas of the company’s operations. Provided that such training and employment is reasonably within the employee’s capability.
- (f) short term reductions in the company’s labour requirements which can be managed pursuant to clause 4 of this agreement; or
- (g) the sale or transfer of some or all of the company’s business where continuity of employment is offered to employees.

“Week’s pay” means the applicable rate of pay used to calculate the employee’s normal weekly rate of pay for the pay period immediately prior to the date of termination.

“Work Area” means a discrete functional or geographical part of the company’s operations. The determination of a work area is by reference to the management structure and accountabilities.

3. CONSULTATION

Where the company is of the view that a redundancy situation is likely to occur, it shall convene a meeting with the Union. The Company will provide as much relevant information on the circumstances which may lead to redundancies as is commercially prudent.

4. STEPS TO AVOID REDUNDANCIES

Where a redundancy situation appears likely, the company may seek to minimise the number of such redundancies by:

- requiring employees to take accrued RDO’s, annual leave and long service leave.
- reducing the hours worked by casual employee; and / or
- reducing the number of casual employees;
- reducing the hours worked by part-time employees;

5. SELECTION FOR REDUNDANCY

(a) The ideal outcome of a redundancy situation is one where employees volunteer for termination of employment, and the company’s operational requirements are met by the termination of employment of such volunteers.

(b) However, the Company retains the right to determine who is to become redundant having regard for its operational requirements and taking into account the following:

- where possible, the work area where redundancies are required will be in the area in which employees are selected for redundancy.
- the company’s skill requirements.
- Consideration of seniority, equity and fairness.

6. NOTICE OF REDUNDANCY

(a) Employees to be made redundant will receive 4 weeks’ written notice of termination of employment or be paid 4 weeks’ pay in lieu.

(b) During the notice period, the employee will be provided with paid leave, on the basis of one day per week, to attend interviews with alternative employers and employment agencies; provided that such leave shall not cause disruption to the Company’s operations.

- (c) Where an employee has been provided with written notice, and finds alternative employment during the notice period, the employee will be able to terminate their employment by the provision of 48 hours' notice. All entitlements arising pursuant to this agreement will be paid to the employee.
- (d) Where an employee who has been provided with written notice dies during that notice period, his or her full entitlements pursuant to this agreement will be paid to that employee's dependants. Where the company is unable to locate the employee's dependant/s, his or her full entitlements pursuant to this agreement will be paid to the employee's estate.

7. PAYMENTS UPON TERMINATION OF EMPLOYMENT

On the last day of employment, full time employee whose employment is terminated on account of redundancy will receive a termination payment based on the following formulae:

- (a) for employees with at least 12 months continuous service – 4 weeks' pay per year of service, applied on a pro-rata basis of one weeks' pay for each completed three months of service.
- (b) the maximum severance payment for employees 45 years of age and over is 52 weeks. In other cases the maximum payment is 48 weeks.
- (c) accrued annual leave entitlements in accordance with the applicable NSW legislation and/or award; and
- (d) accrued long service leave entitlements in accordance with the applicable NSW legislation, provided that employees with not less than 5 years' service will be entitled to pro rata long service leave.
- (e) the balance of the employee's sick leave credit.

All payments made pursuant to this clause will be taxed in accordance with the applicable law. The union may not make any claim on the company that is based on any changes to the taxation treatment of termination payments.

8. RESOLUTION OF DISPUTES

Where the union has a grievance or claim in relation to the application or interpretation of any of the clauses of this Annexure "A", it shall be raised in the first instance with the Cardiff Plant Manager. If the grievance or claim cannot be resolved by discussion, the matter will be referred to the Industrial Relations Commission of NSW in accordance with the provisions of the Industrial Relations Act 1996.

Whilst the grievance or claim is being resolved, the unions and its members will not engage in any form of industrial action.

**INGHAMS ENTERPRISES PTY LTD
CARDIFF PROCESSING PLANT
POSITION PROFILE**

POSITION: **PROCESSING LEADING HAND**

REPORTS TO: **SUPERINTENDENT**

OBJECTIVE OF POSITION

The primary objective of this position is to work with employees, relevant Supervisor and other Processing Leading Hands to meet the daily sales requirements of the Plant. The position also requires a particular emphasis on quality, yields and labour costs. This must be achieved taking into account requirements of occupational health and safety while also working with the directions of the Inghams Standard Operating Procedures and the HACCP program.

REQUIREMENTS OF POSITION

- Ability to develop a team within the area.
- Good communication skills.
- The ability to develop and supervise a team of approximately 50 workers.
- A good working knowledge of Inghams Standard Operating Procedures with particular emphasis on their work area.
- Ability to delegate and develop subordinates.
- A good understanding of Broiler Processing.
- Ability to address issues and solve problems that develop in their area.
- The ability to implement change while not creating any industrial problems.
- The ability to work with other sections to meet the overall objectives of the site.
- The ability to initiate and document the first stage of the counselling procedure.
- A desire to always do better.

JOB RESPONSIBILITIES

- Address safety issues in the area.
- To meet the daily sales requirements as specified by the Processing Planner.
- Control and operate the chickway in conjunction with the Processing Planner.
- To meet all the requirements of the Standard Operating Procedures as they apply to the areas of control.
- To achieve standard labour cost within the processing section.
- To achieve standard yields in all area of control.
- Minimise overtime worked in the area of control.
- To ensure that processing check sheets and white boards are understood by all members of the team.
- Report issues that are relevant to the morning HACCP meeting.
- To carry out the first phase of the counselling program where applicable to personnel within the area.

- Carry out five (5) minute meeting each morning to act as a communication forum for the area.
- Insure the relevant clerical reports are completed accurately and on time.
- Work with all areas of the plant (including maintenance) to ensure the maximum performance of the plant.

PERFORMANCE MEASURES

- Daily stockouts attributed to non-supply.
- Achievement of yield standards on a daily basis.
- Achievement of labour standards on a daily basis.
- Packaging and ingredient usage compared to standard on a weekly basis.
- Quality complaint numbers relating to the area.
- The level of accidents within the area.
- The level of absenteeism within the area.
- The HACCP program.