

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT

NO. EA 98/192
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DATE REGISTERED 25.6.98
.....

PRICE \$ 40
.....

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/192

TITLE: Inghams Enterprises Pty Ltd (Mangrove Mountain) Enterprise Agreement

I.R.C. NO: 98/2850

DATE APPROVED/COMMENCEMENT: 25 June 1998 and commenced 5 August 1997

TERM: Expires 5 August 1999

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 20

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to the Inghams Enterprises Pty Ltd Mangrove Mountain processing plant located at Wiseman's Ferry Road, Mangrove Mountain, New South Wales in respect to its employees covered by the Poultry Industry Livestock (State) Award.

PARTIES: Ingham's Enterprises Pty Ltd -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch



INGHAMS ENTERPRISES PTY LTD
(Mangrove Mountain)
ENTERPRISE AGREEMENT

PREAMBLE

This agreement made the 9th day of October 1997 between Inghams Enterprises Pty Ltd (hereinafter referred to 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:



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1. TITLE

This agreement shall be known as the Inghams Enterprises Pty Ltd (Mangrove Mountain) Enterprise Agreement.



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2. ARRANGEMENT

3. Application
2. Arrangement
13. Casual Ratio
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11. Duration
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6. Introduction
7. Objective
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5. Relationship to Existing Award
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1. Title
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14. Wage Increases
8. Workplace Change



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3. APPLICATION

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



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4. PARTIES BOUND

This agreement shall be binding upon: Inghams Enterprises Pty Ltd; The Australasian Meat Industry Employees' Union Newcastle and Northern Branch; and all employees of the Company covered by the Award working at the Mangrove Mountain plant.



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5. RELATIONSHIP TO EXISTING AWARD

- 5.1 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.
- 5.2 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.



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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.



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7. OBJECTIVE

- 7.1 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.
- 7.2 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.



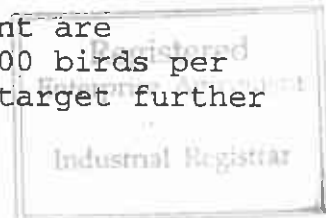
8. WORKPLACE CHANGE

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

8.1 Production Throughput - Boning

Employees as a minimum shall maintain current throughput of 8760 birds per day (438 minutes) at standard manning level. (16 Boners, 2 Breast and 1 Thigh inspection).

However, the parties to this agreement are committed to an interim target of 9000 birds per day. After the achievement of this target further improvements will be considered.



8.2 Breaks

- 8.2.1 Toilet breaks shall be taken only during rostered breaks unless in an emergency situation.
- 8.2.2 Leading Hands shall document and monitor all breaks taken by employees.
- 8.2.3 Leading Hands shall provide details of breaks taken to the Medical Centre (First Aid Office). These details will be reviewed on a daily basis.
- 8.2.4 Details of breaks taken for non-medical reasons will be referred to Management for counselling of employees involved where necessary. Such counselling may result in a written warning/s being issued and may result in an employee being stood down.

8.3 Sick Leave

At the anniversary date for sick leave purposes each employee will be entitled upon request to have paid out any unused sick leave entitlements in excess of 15 days and their sick leave entitlement shall be reduced accordingly.

8. WORKPLACE CHANGE

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8.4 Job Share

- 8.4.1 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.
- 8.4.2 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.
- 8.4.3 Each employee in the job share arrangement shall cover for the other employee's absences from work.
- 8.4.4 The job share arrangement shall cease if either employee's employment is terminated for any reason. Provided that the job share arrangement may continue where suitable alternate arrangements can be made within the existing workforce. Such arrangement shall be subject to the approval of Management.
- 8.4.5 As an alternative to 8.4.4, the remaining 'job share' employee may take up the full time position previously subject to 'job share'.

8.4.6 Downgrade Percentages

- 8.6.1 Whilst there has been a reduction in downgrades to an average of 1.5%, downgrades remain high and continue to fluctuate to levels as high as 3%.
- 8.6.2 Employees shall continue to work to improve downgrade percentages and shall bring forward any problems or issues in this regard for consideration at consultative committee meetings along with any results/yields. The aim is to achieve and maintain an average downgrade of 1% or less.

8. WORKPLACE CHANGE

8.7 Reduction of Water and Chemical Usage

Employees shall continue to work towards reduction of water and chemical usage.

The plant is currently licensed for use of 28 megalitres of water per month, however current usage runs at 32 megalitres. The target for reduction of water usage shall be less than 28 megalitres per month.

This matter will continue to be reviewed at consultative committee meetings.

8.8 Workplace Injuries

The plant has seen a reduction in workplace injuries and therefore in worker's compensation costs. Even though workers compensation costs at Mangrove Mountain remain high, the reduction in costs is recognised. The parties agree to monitor the situation with a view to further reduction in claims and costs.

8.9 Boning Quality

Employees shall ensure that 'bones' remain below 10 per 5000kg including tenderloin.

In addition, employees shall continue to work towards a reduction of 'bones' including tenderloin and shall bring forward any problems or issues in this regard for consideration at consultative committee meetings.



9. DISPUTE RESOLUTION PROCEDURE

The parties agreed 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.

- 9.1 Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee/s and the immediate supervisor.
- 9.2 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 representative and the employer. Both the employer's industrial representative and the employee's union representative may be notified.
- 9.3 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.
- 9.4 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.
- 9.5 Should the matter still not be resolved within a reasonable time period it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.
- 9.6 The parties shall, at all times, confer in good faith and without undue delay.
- 9.7 During any 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.



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10. INDUCTION OF NEW EMPLOYEES

- 10.1 The Company will implement an induction program for all new employees which will include training on occupational health and safety and workers compensation. The Company is re-drafting its induction process and will include time for the union delegate in that process on a trial basis.
- 10.2 The new employees will be paid for attendance, whether during working hours or not.

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11. UNION RECOGNITION AND MEMBERSHIP

- 11.1 The Company recognises the Australian Meat Industry Employees Union as the union to represent its process workers.
- 11.2 All employees shall be provided with an application form to join the union at the point of recruitment and shall be introduced to the union delegate.
- 11.3 The Company undertakes upon authorisation by any employee to deduct membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of The Australasian Meat Industry Employees Union. Such monies collected shall be forwarded to the union in the month following collection, together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.



12. SPOKESPERSON STRUCTURE

- 12.1 It is agreed to introduce a structure to enhance management/union communications.
- 12.2 This new structure is not to interfere with the operation of the agreed disputes settlement procedure.
- 12.3 In sections where there is no union delegate the union may appoint a 'Spokesperson'.
- 12.4 All communications between a section spokesperson and other employees shall be in non-working time.
- 12.5 No training is required for 'Spokesperson'.
- 12.6 An employee appointed as a spokesperson is not a union delegate.



13. CASUAL RATIO

On engagement a casual employee will be advised as follows:

- 13.1 A probationary period of four months service shall apply to all casuals engaged after 28 October 1996.
- 13.2 After the satisfactory completion of three month's service a casual will be made a permanent full-time employee.
- 13.3 At the completion of the probationary period a casual shall be a permanent employee or their employment will be terminated.

The status quo shall remain in regard to the continued employment of current casual employees.

This agreement shall be reviewed in June 1998 to evaluate progress on reducing the ratio of casual to permanent employees.



14. WAGE INCREASES

- 14.1 In consideration of the implementation of the productivity measures referred to herein, the weekly wages of employees covered by this agreement shall be increased by 5% as from the first pay period to commence on or after 5 August 1997 (See Table 1).
- 14.2 Based on the achievement of productivity improvements as agreed between the parties, a further 5% increase in wages shall apply from the first pay period to commence on or after 5 August 1998 (See Table 2). Work on such productivity improvements shall be processed through existing consultative arrangements.

Table 1

GRADE	WEEKLY WAGE \$
1	450.98
2	467.46
3	467.88
4	468.20
5	468.62
6	484.47



Table 2

GRADE	WEEKLY WAGE \$
1	473.53
2	490.83
3	491.27
4	491.61
5	492.05
6	508.69

15. DURATION

This agreement shall take effect from 5 August 1997, and shall expire on 5 August 1999. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.



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16. SIGNATORIES

Signed for an on behalf of:

Inghams Enterprises Pty Ltd

Quinn. Bent.

Date 2.5.98

The Australasian Meat Industry
Employees' Union, Newcastle
and Northern Branch

Quinn

Date 7/5/98

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TABLE 2 - ALLOWANCES

Item No	Clause No	Brief Description	Amount \$
1	5(i)	Leading hand allowance	18.50
2	5(ii)	TAFE Photography Certificate	10.60 per week
3	5(iv)	Excess fares allowance	8.20 per week 1.64 per day
4	5(v)	Meal money - 1st meal	8.30
5	5(v)	Meal money - 2nd and subsequent meals	8.30
6	5(vi)	Locomotion allowance - Standing charge - vehicles up to 2 litres (2,000cc)	185.40
7	5(vi)	Locomotion allowance - Running charge - vehicles over 2 litres (2,000cc)	0.24
8	5(vi)	Locomotion allowance - Standing charge - vehicles over 2 litres (2,000cc)	219.80
9	5(vi)	Locomotion allowance - Running charge - vehicles up to 2 litres (2,000cc)	0.28
10	5(vi)	Kilometre allowance - vehicles up to 2 litres (2,000cc)	0.41
11	5(vi)	Kilometre allowance - vehicle over 2 litres (2,000cc)	0.48
12	5(vii)	First-aid allowance	10.10

PART C

Table 1

Skill Level A: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level A:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	138.00 (50%)* 161.00 (33%)	171.00 (33%) 193.00 (25%)	235.00
plus 1 year out of school	193.00	235.00	274.00
plus 2 years	235.00	279.00	319.00
plus 3 years	274.00	319.00	364.00
plus 4 years	319.00	364.00	
plus 5 years or more	364.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate if applicable. Where not specifically indicated, the average proportion of time spent is structured training which has been taken into account in setting the rate is 20 per cent.

Table 2

Skill Level B: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level B:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	138.00 (50%)* 161.00 (33%)	171.00 (33%) 193.00 (25%)	225.00
plus 1 year out of school	193.00	225.00	259.00
plus 2 years	225.00	259.00	304.00
plus 3 years	259.00	304.00	346.00
plus 4 years	307.00	346.00	
plus 5 years or more	346.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate if applicable. Where not specifically indicated, the average proportion of time spent is structured training which has been taken into account in setting the rate is 20 per cent.

Table 3

Skill Level C: Where the accredited training course and work performed are for the purpose of generating skills which have been defined for work at Skill Level C:

	Highest Year of Schooling Completed		
	Year 10 \$	Year 11 \$	Year 12 \$
School Leaver	138.00 (50%)* 161.00 (33%)	171.00 (33%) 193.00 (25%)	214.00
plus 1 year out of school	193.00	214.00	240.00
plus 2 years	214.00	240.00	269.00
plus 3 years	240.00	269.00	301.00
plus 4 years	269.00	301.00	
plus 5 years or more	301.00		

* Figures in brackets indicate the average proportion of time spent in approved training to which the associated wage rate if applicable. Where not specifically indicated, the average proportion of time spent is structured training which has been taken into account in setting the rate is 20 per cent.

School Based Traineeships

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based traineeships skill levels A, B and C.	176.00	193.00