

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/142

**TITLE: Inghams Enterprises (Cardiff) Engineering Enterprise Agreement
1998**

I.R.C. NO: 99/1648

DATE APPROVED/COMMENCEMENT: Approved 6 May 1999 and commenced 5 August 1998

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 5

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees employed at the Cardiff processing plant who are engaged under the terms of the Metals and Engineering Industry (New South Wales) Interim Award and the Electricians (State) Award

PARTIES: Inghams Enterprises Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch



ENTERPRISE AGREEMENT

BETWEEN

INGHAMS ENTERPRISES PTY LTD

AND

AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRIES UNION

NEW SOUTH WALES BRANCH

AND THE ELECTRICAL TRADES UNION

NEW SOUTH WALES BRANCH



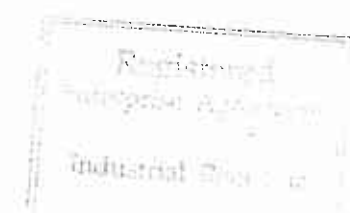
This ENTERPRISE AGREEMENT made this 11th day of December 1998 between Inghams Enterprises Pty Ltd (the Company) located at Pendlebury Road, Cardiff, New South Wales, 2285 on the one part, and the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and the Electrical Trades Union of New South Wales (the Unions) records that it is mutually agreed as follows:

1. ARRANGEMENT

Clause Number	Clause Name
1	Arrangement
2	Title and Application
3	Inconsistency
4	Parties Bound
5	Previous Agreement
6	Duration of Agreement
7	Measures to Achieve Gains in Productivity
8	Previous Agreements
9	Wage Increases
10	Extra Claims
11	Settlement of Disputes
12	Signatories

2. TITLE AND APPLICATION

This Agreement shall be known as Inghams Enterprises (Cardiff) Engineering Enterprise Agreement 1998 and shall apply at the Company's operations at Pendlebury Road, Cardiff in respect to all employees employed under the terms of the Metal and Engineering (NSW) Award and the Electricians (State) Award (the Awards).



3. INCONSISTENCY

Where conditions and rates of pay specified in this Agreement are inconsistent with provisions of the Awards, this Agreement shall override the Awards to the extent of that inconsistency. Where this Agreement is silent, the provisions of the Awards shall apply.

4. PARTIES BOUND

This Agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd; and
- (b) Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch and Electrical Trades Union of New South Wales;
- (c) All employees of the Company employed at the Cardiff Processing Plant under the terms of the Award.

5. SUPERSESSION

This Agreement incorporates the terms of the Inghams Enterprises (Cardiff) Engineering Enterprise Agreements 1994 and 1996.

6. DURATION OF AGREEMENT

This Agreement shall take effect as from 5 August 1998 and shall have a nominal term of 2 years. Thereafter the terms of this Agreement shall remain in force until rescinded by the parties.

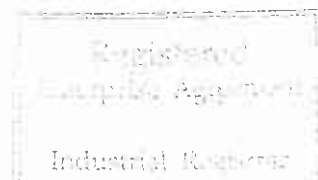
7. MEASURES TO ACHIEVE GAINS IN PRODUCTIVITY, EFFICIENCY AND FLEXIBILITY

Following negotiations between the parties, and notwithstanding any previous agreement or understanding the following measures designed to achieve real gains in productivity, efficiency and flexibility have or will be implemented.

- (1) The commitment and effectiveness of maintenance employees in the design, development and upgrading of the factory's mechanical, electrical and refrigeration plant and equipment.

The most recent development being the completion and commissioning of a Visera Giblet Machine that is now producing improved quality, greater yield and is more easily maintained.

- (2) Use of "two-way" communications system to improve overall performance of the factory by ensuring quicker response times to breakdowns.
- (3) The continued co-operation and flexibility of rostering to ensure plant coverage, including the timing of RDO's to meet production requirements.
- (4) Mechanical tradesmen, if required by the Company will obtain a "Restricted Electrical License" to allow them to perform electrical disconnect and reconnect work as required.



- (5) All employees shall perform work within their skill competence and training. There shall be no demarcation of work based on union membership or historical differences between trades.
- (6) Engine drivers annual leave shall be restricted so as not to overlap except in extenuating circumstances.
- (7) Compressor overhauls are to be done during ordinary working hours by Inghams maintenance personnel, thus eliminating contractor costs.

8. PREVIOUS AGREEMENTS

The following improvements in productivity, efficiency and flexibility were agreed and included in earlier Enterprise Agreements and are recorded her for convenience of the parties. The wage increases associated with such improvements continue to be paid.

- (1) Employees will assist in the development of written work procedures for production personnel leading hands to lessen the occurrence of maintenance employees being called into the factory for unnecessary items. This will allow more real time to be spent on preventative maintenance but will not result in tools being used by production employees.
- (2) Employees will assist in the development of a 'Preventative Maintenance Program' on computer to highlight problem areas quicker and more accurately. This will include a breakdown performance criteria on important plant and machinery which have a major effect on production downtime.
- (3) Refrigeration personnel will provide increased coverage of the Pet Food Plant and associated equipment (pumps, mincers etc). This will cover for extended hours being worked or projected and will involve times such as breakdown situations or when no other rostered personnel are on site.
- (4) Refrigeration personnel shall provide increased coverage of the Treatment Plant whilst the operator is not on site. This will entail checking and monitoring of plant equipment and notifying appropriate people regarding any operational or environmental problems.
- (5) Employees shall cover any production areas that are or are proposed to be increased (e.g. extra boning line, refrigeration air conditioning equipment, etc.)
- (6) 12 hour shifts are available on weekends for refrigeration personnel so as to free up more leisure time (i.e. every second weekend off).
- (7) The additional Public Holiday in April each year will be taken on a rostered basis at a time mutually agreed between the Company and the employee.
- (8) Payment of wages for all employees shall be by way of electronic funds transfer into an account nominated by the employee. All bank and government charges are the responsibility of the employee.
- (9) The following work skills and flexibility shall apply:
 - Refrigeration employees perform maintenance work on refrigeration and associated equipment and other maintenance activities in the plant as directed.

- Welding, sheetmetal work, pipe fitting and other work for which a need, appropriate equipment and skills exist.
 - Early starts for factory start-up.
 - Flexibility of operation in all production areas.
 - Fabrication and pressure welding as required.
 - Pneumatic installation and repair.
 - Work in confined spaces, hot work etc.
 - Involvement in capital expenditure projects.
- (10) A seven day shift roster for manning of the refrigeration facility shall be introduced in accordance with the provisions of the Award.
- (11) The fifteen minutes overtime per shift as changeover for refrigeration personnel shall be eliminated and overtime to be worked will be on a needs basis as approved by the Maintenance Supervisor.

9. WAGE INCREASES

- (1) The weekly wage rates of employees covered by this Agreement (excluding allowances) shall be increased by 5% from the first full pay period to commence on or after 5 August 1998.
- (2) The weekly wage rates of employees covered by this Agreement (excluding allowances) shall be increased by a further 3% from the first full pay period to commence on or after 5 August 1999.

10. EXTRA CLAIMS

- (1) It is a term of this Agreement that the Union and employees of the Company undertake that no further claims be made upon the Company in respect of any industrial matter for the term of this Agreement.
- (2) In the event that the Award is varied to include any "Safety Net Adjustments" awarded by the Industrial Relations Commission then such increases shall be absorbed into existing wage rates.

11. SETTLEMENT OF DISPUTE


- 11.1 Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner: -
- (a) In the first instance employee/s shall discuss any grievance or dispute with their immediate supervisor.
- (b) If no settlement of the grievance or dispute is reached in Step (a), the matter shall be discussed between the employee/s and/or their representative and the relevant nominated Company representative.

- (c) In the event that settlement of the matter cannot be reached at Step (b), it shall be notified to the Industrial Relations Commission in accordance with the *Industrial Relations Act 1996*.
- (d) While the above procedures are in progress work shall continue normally.
- (e) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- (f) Any Order of the Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (g) Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.

11.2 In a dispute situation engine drivers will roster themselves to attend to the safety of product and equipment once per 24 hours. Satisfactory arrangements will also be negotiated to maintain steam supplies for the after processing cleaners to complete their duties on their next shift.

12. SIGNATORIES

Signed for and on behalf of
Inghams Enterprises Pty Ltd:




J.R. Jones

2-3-99

Witness:

Date:

Signed for and on behalf of
Automotive, Food, Metals, Engineering,
Printing and Kindred Industries
Union, New South Wales Branch:




David Payne J.P.


20th January, 1999

Witness:

Date:

Signed for and on behalf of
Electrical Trades Union
New South Wales Branch:





16/3/99

Witness:

Date: