

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/68

TITLE: Inghams Enterprises (Badgerys Creek-PRU) Enterprise Agreement 2001

I.R.C. NO: 2001/7891

DATE APPROVED/COMMENCEMENT: 18 December 2001

TERM: 5 August 2004

**NEW AGREEMENT OR
VARIATION:** New Replaces EA00/82

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed by Inghams Enterprises Pty Ltd Badgerys Creek Protein Recover Unit (PRU) located at Badgerys Creek Rd, Badgerys Creek, NSW who are covered by the Poultry Industry Preparation (State) Award

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



**INGHAMS ENTERPRISES PTY LTD (BADGERYS CREEK - PRU)
ENTERPRISE AGREEMENT 2001**

PREAMBLE

This agreement made the 8th day of November 2001 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 (Badgerys Creek-PRU) Enterprise Agreement 2001.

2. ARRANGEMENT

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Schedule A - Rates of Pay

3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Badgerys Creek Protein Recover Unit (PRU) located at Badgerys Creek Road, Badgerys Creek, New South Wales, only in respect to its employee covered by the Poultry Industry Preparation (State) Award.

4. PARTIES BOUND

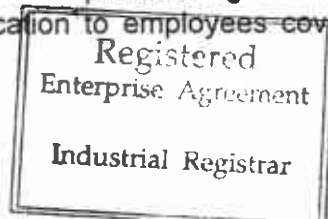
This agreement shall be binding upon:

- (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 PRU.

5. RELATIONSHIP TO EXISTING AWARD

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.



6. INTRODUCTION

Since 1991 enterprise agreements have been entered into between Inghams Enterprises Pty Ltd and the AMIEU at the various Company plants in New South Wales with the general objectives of:

- Improving the productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures which would significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- Developing an environment of continuous improvement which is conducive to a flexible work organisation able to respond to changing demands in the industry.
- Adopting a participative approach to implementing increased and sustained productivity improvements across all areas of the operations of the Company.

Unfortunately the changes implemented to date have not kept pace with the competitive and cost pressures facing the Company.

Through this agreement the parties seek to record the measures by which the pressures and demands on the Company can be met.

7. OBJECTIVE

The objective of this agreement is to establish the framework within which the changes necessary to meet the challenges facing the Company and its employees will be implemented.

While the timing of the introduction of the changes will be decided by the Company in the context of its operational requirements, employees will be consulted regarding the introduction of the changes and measures to avert or mitigate any adverse effects of such changes on employees.

8. WORK PLACE CHANGE

The following changes to work practices have been agreed to by the parties to improve the efficiency and productivity of the plant.

8.1 Public Holidays

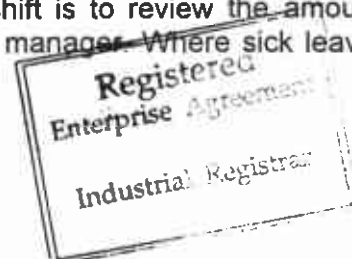
- (i) Operators to cover work on public holidays within the Plant when required (excluding Christmas Day and Good Friday) on normal manning shift basis, or otherwise, on a 4 manning 12 hour shift basis. The Company will give a minimum of six weeks notice as to whether 8 hours 12 hours or 24 hours operations will be required
- (ii) Payment for the first 8 hours work on public holidays shall be at the rate of time and one half for the first two hours and double time thereafter with an additional paid day off in lieu, such day to be taken at a time mutually agreed upon between the employer and the employee (employees' can elect to be paid 8 hours pay in lieu of time off).

Any work performed after 8 hours on a public holiday shall be paid for at double time and a half.

- (iii) Employees' rostered to work on Christmas eve (night shift) will operate up to 7am on Christmas Day.
- (iv) The current working arrangements in regards to Good Friday shall continue.

8.2 Manning Duties

- (i) Any employee who ceases work after four hours will not be replaced for the remainder of that shift except where there are any employees on rostered days off (RDO) or there is not the agreed manning levels.
- (ii) Day shift employee's who are on sick leave or workers compensation will not be replaced for a maximum of one (1) week, where there is no more than one and a half cooks remaining from the night shift. The foreman on night shift is to review the amount of offal that is remaining in consultation with the plant manager. Where sick leave is continuous a daily review shall occur.
- (iii) Day shift employees who are on sick leave, workers compensation, annual leave, or long service leave, will not be replaced when there is no production remaining from the night shift. The foreman on night shift is to review the amount of offal that is remaining in consultation with the plant manager. Where sick leave is continuous a daily review shall occur.



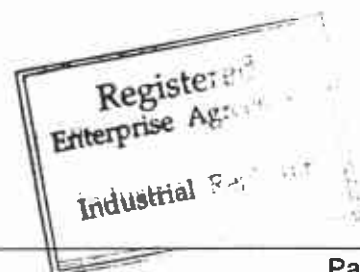
- (iv) Further operations on night shift would be altered to alleviate excess work on night shift, however feather productions would not be affected. Intake of offal and feathers are to be in before night shift commences. If raw materials need to be received during night shift then overtime would be undertaken for the period it takes to unload the raw materials. Number 4 cooker to be used offal priority.
- (v) Standard production tonnage up to May 1999 was 185 tonnes per week. If tonnage exceeds 200 metric tonnes the Manager and the delegates shall consult, and additional casual labour or otherwise may be brought in to assist.
- (vi) When production is reduced below standard levels the day and afternoon shift operators shall do extra functions as required such as lawn mowing, and cleaning.
- (vii) Operators checking and sanitising trucks shall ensure that feathers and offal are cleaned properly from trucks by the drivers and logged on a report sheet.
- (viii) All employees' shall become skilled in the operation of the front-end loader and will operate when required. An allowance shall be paid as part of the wage increase, and will form part of the weekly wages.
- (ix) Should there be further reductions in production from current levels the Company will hold discussions with employees before adjusting staffing or shift arrangements.
- (x) Any absenteeism on night shift to be covered for the first four hours only if there are no offal or feather cooks to fill after 3.00 a.m.

8.3 Breakdowns

- (i) In the event of breakdowns, the foreman on each shift shall communicate with management and a casual will be used to overcome breakdown difficulties.
- (ii) During breakdowns the foreman of the shift will carry out minor maintenance to trouble shoot problems. If a fitter is required employees shall act as trade assistant.
- (iii) During breakdowns employees will do everything possible to keep up production throughput.
- (iv) Safety must be maintained at all times.

8.4 Sick Leave

- (i) Employees who have in excess of 10 days sick leave credit may request payout of the amount in excess of the 10 days. Such payment shall be made in conjunction with the employee's annual leave and their sick leave credit shall be reduced accordingly.
- (ii) On request, accumulated leisure days may be paid out to an individual employee, in accordance with agreed local arrangements.



8.5 Payment of Wages

- (i) Payment of wages can be varied around public holidays of up to two days however wages shall not be paid any later than Thursday of each week. Arrangements can be made for payment in cash in cases of emergency.
- (ii) Tea money is to be paid via the payroll.

8.6 Absenteeism

Absenteeism shall be monitored and addressed by the Company and the union delegates in an effort to minimise all absenteeism.

8.7 Annual Leave

Annual Leave is to be rostered with only one operator on annual leave at any time. Operators are to book their annual holidays in advance. Management will roster annual leave for quiet production periods.

Whilst the Plant Manager is on annual leave only four hours coverage per day will be arranged to cover production recording and arranging of finished products. This arrangement will not apply at Christmas or Easter or when owing to breakdowns additional labour is required.

9. UNION RECOGNITION AND MEMBERSHIP

The Company recognises the Australasian Meat Industry Employee's Union as the union to represent its process workers.

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

The company undertakes upon authorisation to deduct membership dues, as levied by the union in accordance with its rules, from the pay of employees who are members of The Australasian Meat Industry Employees Union. Such monies collected shall be forwarded to the union in the month following collection together with all necessary information to enable the reconciliation and crediting of subscriptions to members accounts.

10. 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.



11. CONSULTATIVE COMMITTEE

A critical part of this agreement is a commitment by employee's and the Company to the ongoing overall review of the efficiency and competitiveness of the factory. This review will continue to be conducted jointly by management and employees under the guidance of the consultative committee.

This committee shall continue to meet throughout this agreement to discuss and implement opportunities for further improvements in operations.

The consultative committee shall operate in accordance with the agreed constitution.

12. 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.

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.

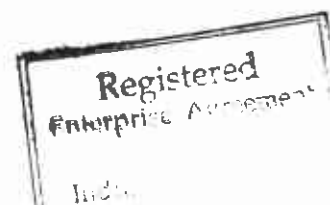
14. DISPUTES PROCEDURE

The object of the Disputes Procedure is to:

- (i) Promote resolution of disputes by measures based on consultation, co-operation and discussion;
- (ii) reduce the level of industrial confrontation; and
- (iii) avoid interruption to the performance of work and the consequential loss of production and wages.

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

- (a) There shall not be a cessation of work.



- (b) The dispute shall forthwith be submitted to the management by the union delegate.
- (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 matters given rise to the dispute.
- (f) Failing agreement, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.

15. GRIEVANCE PROCEDURE

(a) 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 an industrial organisation of employees.

16. 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.



17. REDUNDANCY

(a) Discussions Before Termination

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

(b) Transfer to Lower Paid Duties

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

(c) Severance Pay

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

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 28 (a) 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 28 (a) 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 28 (a) 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 Hoxton Park 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 Hoxton Park 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.



18. DURATION

This agreement shall take effect from the date it is approved by the Industrial Relations Commission, and shall remain in force until 5 August 2004. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

19. 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.

20. SIGNATORIES

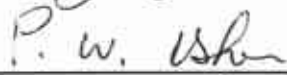
Signed for an on behalf of:
Inghams Enterprises Pty Ltd



In the presence of



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



In the presence of



Dated this 8th day of November 2001.



SCHEDULE A
RATES OF PAY.

The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on or after 5 August 2001.

CLASSIFICATION	4% INCREASE	WEEKLY RATE
GRADE 1	\$21.52	\$559.58
GRADE 2	\$21.74	\$565.35
GRADE 3	\$22.23	\$578.00
GRADE 4	\$22.42	\$582.91
GRADE 5	\$23.00	\$597.90
FOREMAN	\$24.56	\$638.67

The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on or after 5 August 2002.

CLASSIFICATION.	4% INCREASE	WEEKLY RATE
GRADE 1	\$22.38	\$581.97
GRADE 2	\$22.61	\$587.97
GRADE 3	\$23.12	\$601.12
GRADE 4	\$23.32	\$606.23
GRADE 5	\$23.92	\$621.81
FOREMAN	\$25.55	\$664.22

The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on or after 5 August 2003.

CLASSIFICATION.	4% INCREASE	WEEKLY RATE
GRADE 1	\$23.28	\$605.25
GRADE 2	\$23.52	\$611.49
GRADE 3	\$24.04	\$625.16
GRADE 4	\$24.25	\$630.48
GRADE 5	\$24.87	\$646.68
FOREMAN	\$26.57	\$690.79

ALLOWANCES	5 AUGUST 2001	5 AUGUST 2002	5 AUGUST 2003
Fork Lift	\$2.87 per day	\$2.98 per day	\$3.10 per day
Dirt	\$0.68 per hour	\$0.71 per hour	\$0.74 per hour



Registered
Enterprise Agreement
Industrial Registrar