

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/145

**TITLE: Inghams Enterprises Pty Ltd (Tahmoor) and the
Australasian Meat Industry Employees Union NSW Branch
Enterprise Agreement 2003**

I.R.C. NO: IRC4/1541

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

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New (read in conjunction with EA02/70)

GAZETTAL REFERENCE: 18 June 2004

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The Agreement applies to all employees employed by Ingham Enterprises Pty Ltd located at Rockford Road, Tahmoor, NSW 2573 who fall within the coverage of 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 (TAHMOOR) AND THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION NSW BRANCH ENTERPRISE AGREEMENT - 2003

PREAMBLE

This agreement made this day of November 2003 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australasian Meat Industry Employee's Union - New South Wales Branch (hereinafter referred to as the 'Union'), records that it is mutually agreed as follows.

1. Title

This agreement shall be known as the Inghams Enterprises Pty Ltd (Tahmoor) and The Australasian Meat Industry Employees' union NSW Branch Enterprise Agreement 2003.

2. Arrangement

1. Title
2. Arrangement
3. Application
4. Parties Bound
5. Relationship to Existing Award
6. Introduction
7. Objective
8. Sick Leave
9. Casual Ratio
10. Casuals
11. Abandonment of Employment
12. Leave
13. Hours of Work
14. Workplace Change
15. Quarterly Meeting
16. Union Recognition and Membership
17. Work Place Delegates
18. Consultative Committee
19. Consultation
20. Disputes Procedure
21. Grievance Procedure
22. Wages & Allowances
23. Redundancy
24. Duration
25. Renegotiation
26. Leave Reserved
27. Signatories

Appendix A - Monetary Rates

3. Application

This agreement shall apply at the Inghams Enterprises Pty Ltd Tahmoor processing plant located at Rockford Road, Tahmoor, New South Wales, only in respect to its employees covered by the Poultry Industry Preparation (State) Award 2001

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 Tahmoor plant.

5. Relationship to Existing Award

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award (2001), but in the event of any inconsistency between this agreement and the above Awards, this agreement shall take precedence.

Except where superseded by his 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.

During the life of the agreement the parties are committed to developing an Employee Survey with the purpose of canvassing the views, needs and wants of employees including members of management. The results of such survey shall be tallied up and presented to the Consultative Committee which shall make recommendations to 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. Sick Leave

- (1) An employee who is absent from work (other than on approved leave) on account of illness or injury 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) Payment for such sick leave will only be paid from sick leave entitlements
- (3) Unless prior arrangements have been made before the day or days absent no annual leave, long service leave or RDO payments will be paid as a substitute for sick leave in that pay period
- (4) 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 (1) 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:

- (a) In the first instance be subject to informal counselling from their Supervisor.
- (b) In the second instance be subject to a written warning stating the exact nature of the warning, the instances leading to its issue and that further unauthorised or unexcused absences could lead to termination of employment.
- (c) If the employee fails to comply with the warning, then the employment may be terminated by the Company.
- (5) Employees who have in excess of 76 hours of sick leave credit may request payout of the amount in excess of 76 hours. Such payment shall be made in conjunction with an employee's annual leave and the sick leave credit shall be reduced accordingly.

9. Casual Ratio

The Award states that there will be no more than one casual employee for every five full time weekly employees except where the parties agree to a greater ratio of casual employees. It is recognised and agreed that seasonal trading (e.g. Christmas stock build-up August to October each year) will result in the award ratio being exceeded. Where the Company has a genuine need to increase the casual ratio, the Company shall hold discussions with the Union delegates. The Union undertakes not to unreasonably refuse to increase the casual ratio where the Company has shown that it has a genuine need.

10. 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) The starting times of casuals shall be the same as the permanents in the sections that the casual starts in. Casuals may have start time different to permanents to cover unplanned absences. Notwithstanding the above clauses Casuals may be sent home after a minimum of 4 hours.
- (3)
 - (a) 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, after 26 weeks of continuous employment casuals shall be offered permanent employment with the Company,

where this cannot be achieved the Company shall hold discussions with the union. For the purpose of this clause, 26 weeks continuous employment shall be calculated at an average of 38 hours per week, otherwise pro-rata calculations shall apply.

- (b) Casuals who are terminated within the 26 week period shall be terminated in accordance with the disciplinary procedure clause contained in the award except in circumstances whereby productions requirements influence the manning numbers.
 - (c) Provided that for the purposes of allowing the Company to introduce these arrangements of this agreement there shall be two reviews per year in March and September to assess offering permanent employment to casuals. This provision shall cease to apply at the end of this agreement.
- (4) Casual employees shall be paid their ordinary time rate (including the casual loading) whilst they are employed during ordinary hours in accordance with the section of the plant in which they are working to a maximum of 8 hours 27 minutes per day.
- (5) Casual employees shall be paid for overtime rates in accordance with the Award less the casual loading.

11. 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.

12. Leave

Subject to reasonable notice from the employee and with prior approval by the Company, (which includes consideration of production requirements), an employee may take their annual leave or long service leave in multiple periods, including periods of less than 1 week.

13. Hours of Work

- (a) The Tahmoor plant currently operates a method of working ordinary hours where full time and, casual employees work their ordinary hours over nine days per fortnight as per Clause 5 of the Poultry Industry Preparation (State) Award 2001 with the spread of ordinary hours being 5.00 am to 7.30 p.m. each day.
- (b) During the life of this agreement the company may introduce a staggered start shift that commences no later than 11.00am. Such shift may be manned with Permanent full time or Part Time employees.
- (c) Permanent Part Time employees shall be employed for a minimum of 12 hours per week on not less than 3 days per week. A Part Time employee will receive all the benefits of the Parent Award and or the Enterprise Agreement on a proportionate basis. The hours of work for Part Time employees will be to a roster. Any work which is outside of such roster shall be overtime. The roster may be altered with more than 48 hours notice to the employee.
- (d) Where casuals are employed on such shift they shall only be employed to cover for planned and unplanned absences or where the Company is unable to employ a sufficient number of part time employees for the work involved. The rates of pay shall be paid in accordance with the terms of this agreement.
- (e) No Permanent, Part Time and or Casual employee shall be forced to work on such shift, all employees who work on this shift shall do so by agreement
- (f) Casuals who agree to work such shift, shall have their time counted on a pro rata basis for the purposes of being offered a permanent position in accordance with Clause 10 (a) of this agreement.
- (g) For the purposes of the casual ratio calculation this shift shall stand alone.

- (h) In accordance with sub-clause (a) full time employees work 8 hours 27 minutes ordinary time per day with the time in excess of 7 hours 36 minutes on each day being aggregated for accrued leisure time. After each period of 9 ordinary days worked, accrued leisure time of 7 hours 36 minutes is available to an employee (i.e. 9 days x 51 minutes).
- (i) A system for taking "accrued leisure time" on a rostered basis has been established for all sections of the plant and employees are required to take their day off as per this roster. Some flexibility will be allowed, however this will be on an individual basis and by consultation with the appropriate Supervisor or Manager.
- (j) Accrued leisure time will be allowed to accumulate up to a maximum of 76 hours unless otherwise agreed to by the Company and the employee. Employees may elect to have all or part of their accrued leisure time hours paid out at ordinary time. Time worked on what would have otherwise been the day on which the employee was rostered to take their accrued leisure time (i.e. an employee's rostered-day-off "RDO") shall be paid as a normal working day.
- (k) Notwithstanding the above the Company may by giving 14 days notice to employees have a partial plant closure when nominated employees are required to take their RDO. Such days shall be limited to 2 days per month to be taken as a Prime Day (Monday or Friday)
- (l) The Award requires employees to work reasonable overtime to meet the needs of the industry. To assist in organising overtime an employee who has to leave work "on time" shall advise their leading hand of that fact at the commencement of the day on which they have to leave "on time". The leading hand shall record the advice in front of the employee. Any disputes regarding and employee working overtime shall be discussed with the union delegate in the section in which the employee works. Employees who do not advise that they need to leave on time will be expected to work reasonable overtime.

14. Workplace Change

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

- (a) Line speeds are as follows:
 - (i)

Whole Turkeys	<3.8kg 3.9-4.1kg 4.2-4.4kg 4.5-4.7kg 4.8-5.2kg 5.3-5.7kg 5.8-6.3kg 6.4-7.0kg 7.1-7.9kg >8.0kg	32 birds per minute (bpm) 30 bpm 28 bpm 26 bpm 24 bpm 22 bpm 20 bpm 18 bpm 14 bpm 10 bpm
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 - (ii) Large Turkeys:- Line speed 13.5 bpm where pack off does not exceed 50%, and 12.5 bpm for pack off.
 - (iii) Medium turkey 18bpm (manning as required).
 - (iv) Manning as required to meet production needs on any given day.
- (b) White meat-boning line to operate at the same line speed for skin off and skin on product (manning as required).
- (c) Daily casuals will be offered work based on their experience, ability to perform work and attendance record. A counselling procedure will operate when casuals are not meeting expected standards.

- (d) Distribution:
- (i) Breaks will be flexible to meet production requirements.
 - (ii) A minimum of one (1) hour's overtime to be worked per day if required, providing agreed manning levels are met.
 - (iii) Daily manning levels on the freezer line ex the blast to be based on:

700 cartons per day	=one (1) operator
701-1400 cartons per day	=two (2) operators
1401-2100 cartons per day	=three (3) operators
2101-2800 cartons per day	=four (4) operators
2801-3500 cartons per day	=five (5) operators
- (e) Boning yields shall be maintained and improved where possible.
- (f) Meat Hens - Line speeds to be 40 birds per minute. Agreed manning levels must be maintained.
- (g) Agreed Manning Levels - The Company recognises and agrees that to continue to achieve productivity and efficiency gains it must have sufficient manning levels to carry out any production needs that are required on any given day. Should there be changes in processes or equipment then the manning levels will be reviewed in consultation with the employees directly affected by the changes and the Union Delegates. It is also agreed that all employees must be fully trained to enable them to perform their duties, and as such the Consultative Committee will monitor such training.
- (h) Picnic Day - The plant will no longer close for the "Award Picnic Day" of the Union as provided in clause 11 of the Award. This day (being the first Monday in November) will be a normal working day. All employees 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. Provided that such day be a Prime day (ie. Monday or Friday) unless otherwise agreed, and provided that no more than ten percent (10%) of any area take their Picnic Day Holiday at anyone time. Any untaken picnic day entitlement shall be paid out on termination of employment or on request.
- (i) Minor Adjustments - Minor machine adjustments to be made by trained personnel where these adjustments are deemed to be safe, as per Standard Operating Procedure. A program will be developed whereby certain meatworkers are trained by a tradesperson to carry out minor adjustments and machine changes. This program will be developed in conjunction with appropriate metal trades employees after agreement with the Union.
- (j) The Company agrees to co operate with the appropriate National and State bodies in writing of the Competency Standards for the Poultry Industry.
- (k) Where an employee develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (l) Machinery Maintenance - machinery is to be maintained by the Company at a level so as normal production capacity can be achieved. The Company further agrees to continue maintenance preventative program for all machinery.
- (m) The Company shall pay weekly wages by electronic funds transfer into the bank or other financial institution account nominated by the employee. Such payments to be made by the nominated pay day each week. Where a public holiday occurs then the time for payment of wages shall be extended by 24 hours. An employee may request payment of wages in cash where the Company ceases to offer payroll deductions of union fees in accordance with clause 15.
- (n) The Company will undertake training in accordance with the Competency Based Training Framework. Employees designated to train and assess employees in accordance with the Framework shall undertake the approved "Train the Trainer" and "Assessor" courses.

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

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

- (o) In accordance with the Workers Compensation Act 2000 and the spirit of giving the best chance for injured workers to return to pre injury duties, employees on a Return to Work Program shall be extra to the manning count except in cases where the rehabilitation program entails the full duties of the job requested to be carried out by the injured employee.
- (p) The meal and rest periods provided in Clause 9 of the Award are to be taken at such times as will enhance production, e.g. in conjunction with changing from one species to another or from one size turkey to another size or breakdowns. The breaks may be taken up to twenty minutes earlier or later than scheduled.
- (q) Nothing in this clause shall effect the right of the company to alter production rates because of technological change or improved work practices, subject to prior discussion with the employees effected.
- (r) All employees engaged after the commencement of the agreement may be required to work in areas of the plant designated by the wearing of red uniforms (eg reception area and evisceration). During induction new employees will be advised of the requirement to work in these areas. Existing employees may be required to work in these areas if they have worked there previously and that work was not only for a trial period.
- (s) Other than as provided in sub-clause (r) employees may be required to work in any of the plant for which they have received the necessary training. Training shall be provided in accordance with the competency based training framework.

15. Quarterly Meeting

At a time mutually agreed between the Company and the Union one mass meeting of employees of a maximum duration of 60 minutes will be available once per quarter. Employees guarantee to finish the day's production before leaving the site

16. Union Recognition and Membership

The company recognises the Australasian Meat Industry Employee's Union New South Wales Branch 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 introduced to the 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 NSW Branch Such monies collected shall be forwarded to the union during the following month together with all necessary information to enable the reconciliation and crediting of subscriptions to member's accounts.

17. 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.

After the induction of new employees a workplace delegate shall be allowed to meet with new employees to ensure they have been advised at induction of the requirement to work in the "red" areas as designated in clause 14(r).

18. 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.

19. Consultation

The Company will continue to take every available opportunity to develop practices, which lead to the strengthening of the direct Management, and Employee relationship that enables the employees' to identify with the performance of the company.

The Consultative process is one such element in which all employees are able to make a contribution to the decision making process of the Company.

In recognition of the need for a joint approach to problem solving in the industry, the parties commit themselves to ongoing consultation at all levels.

20. Disputes Procedure

The object of the Disputes Procedure is to:

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

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

- (a) There shall not be a cessation of work.
- (b) The union delegate shall forthwith submit the dispute to the management.
- (c) In the first instance the dispute should be dealt with quickly and effectively between the job delegates and management.
- (d) Failing settlement of the dispute the management shall discuss the dispute with the President or Secretary of the union or other official(s) designated by the union.
- (e) During the discussions the status quo shall remain and work shall proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.
- (f) Failing agreement, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.

21. Grievance Procedure

Procedure in relation to an individual employee.

- (i) The employee is required to notify (in writing or otherwise) the employer as to the substance of the grievance, request a meeting with the employer for bilateral discussions and state the remedy sought.

- (ii) A grievance must initially be dealt with as close to the source as possible, with graduated steps for further discussions and resolution at higher levels of authority.
- (iii) Reasonable time limits must be allowed for discussions at each level of authority.
- (iv) At the conclusion of this discussion, the employer must provide, in writing (if requested) a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.
- (v) While a procedure is being followed, normal work must continue.
- (vi) The employee may be represented by the Union.

22. Wages & Allowances

The weekly wages and allowances of employees covered by this agreement shall be increased as out in the attached Appendix A.

23. Redundancy

(a) Discussions Before Termination

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

(b) Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph (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:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
Less than 1 year	Nil
Over 1 year of service	4 weeks ordinary pay for each

completed year of service to a maximum of 52 weeks

(d) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in paragraph (a)(i) hereof may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

(e) Alternative Employment

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

(f) Time Off During Notice Period

(i) During the period of notice of termination given by the employer for reasons set out in paragraph (a)(i) an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

(g) Notice to Employment National

Where a decision has been made to terminate employees in the circumstances outlined in paragraph (i) hereof, the employer shall notify the Employment National (or relevant authority) thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(h) Employees with Less Than One Year's Service

This clause shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

(i) Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, neglect of duty, of gross misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

(j) Financial Assistance

The employer shall offer free of charge to employee/s who are made redundant independent financial assistance for the purposes of assisting employees with the management of monies received as a result of the redundancy.

(k) Relocation

In the circumstances described in this clause, the Company reserves the right to offer employees alternate employment at other Inghams' locations. Where the transfer to another Inghams' facility would cause severe hardship, a full time employee shall be entitled upon termination of employment to the

severance payment provided in this clause. "Severe Hardship" for the purposes of this clause shall mean where the radial distance to the new work site, measured from the employees home, is at least an additional 10 kilometres over the distance from the employee's home to the existing plant site.

An employee offered continued employment at another Inghams location will be allowed a trial period of 4 weeks working at the new location before a final decision needs to be made to accept such employment.

An employee who accepts permanent employment with Inghams at an alternate location will receive a relocation payment of \$500.00.

For each week of employment at the alternate location, for a maximum of 52 weeks, an employee shall be entitled to a travel payment as follows:

- (a) Where the radial distance to the new work location measured from the employees home is up to an additional 10 kilometres over the radial distance measured from the employees home to the Tahmoor 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 Tahmoor site the employee shall receive \$40.00 per week.

(l) Sick Leave Payout

All accumulated sick leave shall be paid out at the time of termination as a result of redundancy.

(m) Death of Employee

Where an employee who has been provided with written notice of termination of employment die during the period of notice, all benefits up to the date of death relating to this agreement shall be paid directly to his/her estate or nominated person as per legal instruction.

24. Duration

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

25. Renegotiation

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

26. Leave Reserved

- (a) The parties to this agreement undertake that during the life of this agreement there shall be discussions aimed at resolving the issue of the classification structure contained in the Award. That is that the parties recognise that some of the Levels contained in Clause 6 of the Parent Award do not adequately reflect the tasks that are being undertaking at the Tahmoor plant in particular some Boning tasks and the utilisation of knife skills throughout the plant. The parties shall agree to convene a working party comprising relevant management, employee and union representatives to look at this issue.
- (b) The parties agree during the life of this agreement there shall be discussions regarding the introduction of accrued leisure time for casuals. In the interim casuals shall not work in excess of 76 ordinary hours per fortnight. Any hours in excess of 76 shall be paid as overtime.

27. Signatories

Signed for an on behalf of:

Inghams Enterprises Pty Ltd} _____

In the presence of} _____

Dated this 30th day of October 2003.

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

In the presence of}

Dated this 30th day of October 2003.

APPENDIX A

TABLE 1 Weekly 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 the dates specified at the top of each column.

CLASSIFICATION	Current Rate	5 August 2003 4%	5 August 2004 4%	5 August 2005 4%
LEVEL 1	\$526.43	\$547.49	\$569.39	\$592.16
LEVEL 2	\$546.40	\$568.26	\$590.99	614.63
LEVEL 3	\$565.13	\$587.74	\$611.24	635.69
LEVEL 4	\$578.26	\$601.39	\$625.45	650.46
LEVEL 5	\$577.52	\$600.62	\$624.65	649.63

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	Current Rates	5 August 2003 4%	5 August 2004 4%	5 August 2005 4%
1	Temperature Allowances:- Glycol (Below 4 degrees)	15c per hour	16c per hour	16c per hour	17c per hour
	Below minus 16 degrees	37c per hour	38c per hour	40c per hour	42c per hour
	Below minus 18 degrees (Dock Hands)	67c per hour	70c per hour	72c per hour	75c per hour
	Freezer - Below Minus 20 degrees	\$1.00 per hour	\$1.04 per hour	\$1.08 per hour	\$1.12 per hour
2	Hanging live poultry	59c per hour	61c per hour	64c per hour	66c per hour

3	Location Allowance	\$1.40 per hour	\$1.46 per hour	\$1.51 per hour	\$1.57 per hour
4	Operate Forklift	\$2.90 per day	\$3.02 per day	\$3.14 per day	\$3.26 per day
	Operate Crane	\$6.07 per day	\$6.31 per day	\$6.57 per day	\$6.83
5	First aid Allowance	\$10.30 per week	\$10.71 per week	\$11.14 per week	\$11.59 per week
6	Leading Hand:- Large Group	\$30.57 per week	\$31.79 per week	\$33.06 per week	\$34.39 per week
	Small Group	\$18.32 per week	\$19.05 per week	\$19.81 per week	\$20.61 per week
7	Manual Evisceration	54c per day	56c per day	58c per day	61c per hour

Addendum to Clause 14 - Workplace Change

The Distribution Section of the plant will commence a new shift as from 15 March 2004 as a result of a new process that the company needs to introduce. The new hours for unloading the "blast" in the distribution section will be as follows

Starting time Monday to Friday 11.30 am
Finishing time Monday to Friday 8.27 pm

The workers in this section will continue to receive all allowances and entitlements in accordance with the applicable industrial instruments. The workers in this section will receive the following.

Hours of work shall remain at 8 hours 57 minutes per day
Paid hours of work shall be 8 hours 27 minutes per day
Breaks = 2 X 15 minutes paid breaks
1 X 30 minute paid break

15% shift allowance for all ordinary hours.

½ hour guaranteed overtime every day, shall the company fail to provide such overtime on a daily basis, the employee shall be entitled to receive the ½ overtime pay regardless. Employees shall work the overtime as required by the Company

Blast allowance shall be paid on both the ordinary hours of work and the overtime.

Should the company decide during the life of this agreement to cancel this new shift, the employees currently working such shift shall be entitled to return to the shift that they were working prior to the 15 March 2004.

Other shift arrangements may be introduced in accordance with the Agreement and the Award in consultation with and by agreement with the union and employees in distribution

In consultation with the union and the workers in distribution, manning issues shall be reviewed constantly to ensure that proper manning levels are maintained.