

REGISTER OF
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/74

TITLE: Inghams Enterprises Pty Ltd (Tahmoor) Enterprise Agreement 1997

I.R.C. NO: 98/394

DATE APPROVED/COMMENCEMENT: 20 February 1998

TERM: Expires 5 August 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Poultry Industry Preparation (State) Award and Poultry Industry Preparation Wages (State) Award at Rockford Road, Tahmoor 2573

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



**INGHAMS ENTERPRISES PTY LTD
(Tahmoor)
ENTERPRISE AGREEMENT - 1997**

PREAMBLE

This agreement made this 3rd of October 1997 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) Enterprise Agreement 1997.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Parties Bound
5. Relationship to Existing Award
6. Introduction
7. Objective
8. Workplace Change
9. Union Recognition and Membership
10. Work Place Delegates
11. Consultative Committee
12. Consultation
13. Disputes Procedure
14. Grievance Procedure
15. Wages Increases
16. Allowances
17. Duration
18. Signatories



Part B

MONETARY RATES

Table 1 - Rates of Pay

Table 2 - Other Rates and Allowances

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 (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC no 6081 of 1996).



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 and the Poultry Industry Preparation Wages (State) Award, (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC no 6081 of 1996), 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.

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. 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:

(a) Line speeds shall be increased as follows:

(i)	Whole Turkeys:-	<3.8kg	-	32 birds per minute (bpm)
		3.9-4.1kg	-	30 bpm
		4.2-4.4kg	-	28 bpm
		4.5-4.7kg	-	26 bpm
		4.8-5.2kg	-	24 bpm
		5.3-5.7kg	-	22 bpm
		5.8-6.3kg	-	20 bpm
		6.4-7.0kg	-	18 bpm
		7.1-7.9kg	-	14 bpm
		>8.0kg	-	10 bpm

(ii) Large Turkeys:-

Increase in line speed from 12 bpm to 13 bpm where pack off does not exceed 50%.

(iii) Medium turkey from 16 birds per minute (bpm) to 18bpm (manning as required).

(iv) All of these changes to operate with manning as required to meet production needs on any given day.

(v) Ducks from 26 bpm to 32 bpm (manning as required).

(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.

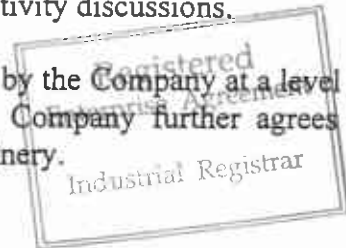
- (d) Manning to be increased by one (1) on the back dock when daily production is more than two (2) rounds of turkeys with average weight exceeding twelve (12) kg or when end of production breeder turkeys are being processed.
- (e) Distribution:-
- (i) Breaks will be flexible to meet production requirements.
 - (ii) A minimum of one (1) hours 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
- (f) Rostered days off will be allowed to accumulate up to a maximum of five (5) days unless otherwise agreed to by negotiation. Employees will then be notified of their entitlement and may elect to have all or part of their five (5) days paid out at ordinary time.
- (g) At their next anniversary date each employee will be entitled upon request to have paid out any unused sick leave from the previous year. Agreed entitlements will be paid with annual leave.
- (h) Boning yields shall be maintained and improved where possible.
- (i) Meat Hens - Line speeds to be increased from 30 birds per minute to 40 birds per minute. Agreed manning levels must be maintained.
- (j) 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 is required on any given day. It is also agreed that all employees must be fully trained and to enable them to perform their duties, and as such the Consultative Committee will monitor such training.
- (k) Picnic Day - The plant will no longer close for the "Award Picnic Day" which will become a normal working day. 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 and must be taken before the 31st of December of each year. 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 any one time.
- (l) 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.

- (m) Other than for lunch, morning and afternoon tea periods, absence from an employee's work station shall be taken on a needs basis only.
- (n) By agreement, employees working in the dispatch area shall save their accrued leisure time during October, November and December. Any accrued time can be taken in the first six months of the next year.
- (o) The Company agrees to co-operate with the appropriate National and State bodies in writing of the Competency Standards for the poultry industry.
- (p) Where an employee develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (q) 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.



8.5 **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.

9. **UNION RECOGNITION AND MEMBERSHIP**

- (a) The company recognises the Australasian Meat Industry Employees Union as the union to represent its process workers.
- (b) 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 delegate.
- (c) 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.

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 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.

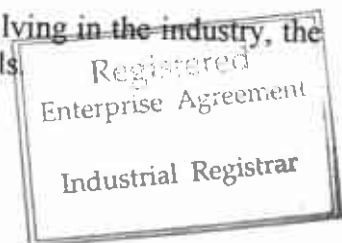
13.. DISPUTES PROCEDURE

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 given rise to the dispute.
- (f) Failing agreement, the dispute may be referred to the Industrial Relations Commission of New South Wales for determination.

14. 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.

15. WAGE INCREASES

- (a) 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 the first pay period to commence on or after 5 August 1997. The new wage rates resulting from this increase are set out in the attached Schedule B Rates Pay.
- (b) A further 5% increase in wages shall apply from the first pay period to commence on or after 5 August 1998 and are set out in the attached Schedule B Rates Pay.

16. ALLOWANCES.

- 16.1 A freezer allowance shall be paid as set out in Item 1 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.2 A hanging allowance shall be as set out in Item 2 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.3 A location allowance, shall be paid as set out in Item 3 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.

- 16.4 A fork an crane allowance shall be paid as set out in Item 4 of table 2—Other Rates and Allowances, of Part B, Monetary Rates.
- 16.5 A first aid allowance shall be paid as set out in Item 5 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.6 A leading hand allowance (small group) shall be paid as set out in Item 6 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.7 A leading hand allowance large group shall be paid as set out in Item 7of table 2--Other Rates and Allowances, of Part B, Monetary Rates

17. DURATION

This agreement shall take effect from 3 October 1997, and shall have a nominal life of two years. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996

*altera
operati
date -
see
transcript*

18. SIGNATORIES

Signed for an on behalf of:



Inghams Enterprises Pty Ltd

[Signature]

In the presence of

[Signature]

Dated this 22nd day of December 1997.

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

[Signature]

In the presence of

[Signature]

Dated this 19th day of December 1997.



**PART B
MONETARY RATES**

Table 1 — Rates of Pay

The following weekly rates shall be payable to employees in the respective classification from the agreed date.

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	N/A	Registered Enterprise Agreement N/A
LEVEL 2	N/A	Industrial Registrar N/A
LEVEL 3	\$12.2573	\$465.78
LEVEL 4	\$12.5917	\$478.48
LEVEL 5	\$12.5336	\$476.28
LEVEL 6	N/A	N/A
BONER	\$12.5336	\$476.28

RATES OF PAY

The following weekly rates shall be payable to employees in the respective classification from the 5th of August 1998

CLASSIFICATION.	HOURLY RATE.	WEEKLY RATE.
LEVEL 1	N/A	N/A
LEVEL 2	N/A	N/A
LEVEL 3	\$12.8702	\$489.06
LEVEL 4	\$13.2211	\$502.40
LEVEL 5	\$13.1603	\$500.09
LEVEL 6	N/A	N/A
BONER	\$13.1603	\$500.09

TABLE 2 Other Rates and Allowances.

Item No.	Clause No	Brief Description	Amount \$
1	16.1	Freezer allowance ---- Minus 4 (glycol) Minus 16 Freezer	\$0.12 per hour \$0.34 per hour \$0.89 per hour
2	16.2	Hanging allowance	\$0.55 per hour
3	16.3	Location allowance	\$1.06 per hour
4	16.4	Fork lift allowance Crane allowance	\$2.52 per day \$5.30 per day
5	16.5	First aid allowance	\$1.84 per day
6	16.6	Leading hand small group allowance	\$26.15 per week
7	16.7	Leading hand large group allowance	\$29.40 per week

Reg.
Enterprise Agreement
Industrial Registrar

SH. LJB. 4

INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

CAHILL V-P

FRIDAY 20 FEBRUARY 1998

IRC98/391 - INGHAMS ENTERPRISES PTY LIMITED (CASTLE
HILL) ENTERPRISE AGREEMENT 1997IRC98/392 - INGHAMS ENTERPRISES PTY LIMITED (HOXTON
PARK) ENTERPRISE AGREEMENT 1997IRC98/393 - INGHAMS ENTERPRISES PTY LIMITED (INGLEBURN)
ENTERPRISE AGREEMENT 1997IRC98/394 - INGHAMS ENTERPRISES PTY LIMITED (TAHMOOR)
ENTERPRISE AGREEMENT 1997IRC98/568 - INGHAMS ENTERPRISES PTY LIMITED (BADGERYS
CREEK) ENTERPRISE AGREEMENT 1997Applications by the Australasian Meat Industry Employees'
Union, New South Wales Branch, for approval of enterprise
agreementsMr S Gurney for the union with Mr P Usher
Mr J Jones for the companyRegistered
Enterprise Agreement
Industrial RegistrarHIS HONOUR: Can these matters be dealt with together, Mr
Gurney?

GURNEY: Yes.

HIS HONOUR: Do you agree with that, Mr Jones?

JONES: Yes.

HIS HONOUR: Would you commence, Mr Gurney?

GURNEY: The applications this morning seek approval of
enterprise agreements relating to a number of Inghams
Enterprises sites those being sites at Castle Hill, Hoxton
Park, Ingleburn, Tahmoor and Badgerys Creek.The union would submit the applications and agreements as
filed with the Commission are in order and in accordance
with the Act and the principles as set down in the
principles for approval of enterprise agreements December
1996, decision of the Full Bench, appearing in NSWIG Volume
296 at 666.The union would submit in meeting those principles the
parties are able to demonstrate the requirements have been
met, and, in particular, the requirements in relation to the
negotiation process and the requirements that the parties

understand the nature and effect of the agreement.

In all cases the union and the company have gone to lengths to ensure the employees on the job were aware of the issues being negotiated and in fact were happy with the outcome of the agreement.

The process, as is a standard process, involved the negotiations for a consultative committee upon which employees had representatives. Those representatives then reported back to their fellow employees throughout the negotiation process.

As a result of that, Mr Usher, who is the organiser involved for each of those sites, also conducted regular quarterly mass meetings of employees to address various issues and at those meetings the issue of the enterprise agreements was taken up with the employees and discussed.

The enterprise agreement as lodged with the Commission was put to the employees at a meeting for their ratification and at each of those meetings the employees voted to accept the enterprise agreement put forward.

We would submit in each of those cases the requirements of the principles have been met in each of those enterprises.

The union would also submit the principles have been satisfied. There was a process to ensure sufficient information was provided to the employees and that there was an appropriate negotiation process that took place.

We would also submit in accordance with the principles that the agreements we seek approved this morning provide no net detriment to the employees in terms of the conditions which they currently enjoy under their award.

Attached to each of those applications is a comparison statement which has been prepared which outlines the proposed changes in association with each of the agreements compared to the current award provisions.

We would submit in each of those cases there is no net detriment.

I might also indicate for the Commission in each of the cases the wage rates being proposed are approximately in excess or up to \$100 per week better off under this agreement than employees would be under the award. So we would say it meets that particular test.

The only other matter I would wish to draw to the Commission's attention is each of the agreements does not cover all employees on site. It covers the processing employees at each of those plants. There are maintenance employees at each of those plants covered by separate awards but these agreements would cover those employees who are traditionally covered by the terms of the Poultry Industry



5

10

15

20

25

30

35

40

45

50

55

Preparation (State) Award.

HIS HONOUR: Speaking broadly, are the contents of each of the agreements similar or the same?

GURNEY: There are some variations between each of them, your Honour. All of them certainly cover an increase in wages, but if I could perhaps use two as an example - the Hoxton Park agreement seeks to make some variations in terms of hours of labour, conditional pay, different sick leave, plus the wage increase; whereas the Ingleburn agreement covers hours of labour, sick leave provisions, casual ratios, picnic days, the accrual of RDOs and wage increases. So there are some variations between each of the plants and those variations have come about because of the specific needs of the particular site in relation to their operations. They are all Ingham Enterprises but they do have their own particular needs that needed to be addressed in terms of the agreement.

HIS HONOUR: What was the approval rate for the new agreements?

GURNEY: Mr Usher informs me the approval was unanimous at all sites except at Hoxton Park, where it was 95 percent.

HIS HONOUR: What is proposed about date of operation?

GURNEY: We would propose the date of operation be from the first full period on or after today's date and each of them would run for a period up to 5 August 1999.

HIS HONOUR: You might have to check all the agreement documents to see if they have the same duration.

GURNEY: Yes, all of them have the same duration, your Honour.

HIS HONOUR: You might look at the Castle Hill agreement, clause 17.

GURNEY: I am sorry, your Honour, that should have read the same as the others, from today's date to 5 August 1999.

HIS HONOUR: Is that the only one, I have not checked the others.

GURNEY: Tahmoor would have to be changed also. So I would seek to change those durations for Tahmoor and Castle Hill. It is certainly the intention of the parties those agreements would run through to 5 August 1999 in all cases as from today's date.

JONES: I would support the submissions made by the applicant in this case.

We also agree to the alterations to the operative dates. It was the intention of the parties that all agreements would