

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/75

TITLE: Inghams Enterprises Pty Ltd (Badgery Creek) Enterprise Agreement  
1997

I.R.C. NO: 98/568

DATE APPROVED/COMMENCEMENT: 20 February 1998

TERM: Expires 5 August 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 10

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Employees covered by the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award at the Protein Recovery Unit, Badgery's Creek 2171

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





**INGHAMS ENTERPRISES PTY LTD  
(BADGERY' CREEK)  
ENTERPRISE AGREEMENT  
1997.**

**1 TITLE**

This agreement shall be known as the Inghams Enterprises Pty Ltd (Badgery Creek) Enterprise Agreement 1997.

**2 ARRANGEMENT**

1. Title
2. Arrangement
3. Parties, Duration and Incidence
4. No Duress
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6. Aims and Objectives
7. Workplace Change
8. Union Recognition And Membership
9. Work Place Delegates
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Registered  
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**Part B - Rates of Pay and Allowances**

**3. PARTIES, DURATION AND INCIDENCE**

This agreement has been made between Inghams Enterprises Pty Limited herein after referred to as the "Company", and the Australasian Meat Industry Employees' Union- New South Wales Branch herein after referred to as the "Union" and shall apply to all employees' employed at the Protein Recovery Unit (PRU) Badgery's Creek and who are covered by the Poultry Industry Preparation (State) Award. (IRC no 6018 of 1996) and the Poultry Industry Preparation Wages (State) Award. (IRC no 6081 1996.) This agreement shall Come into force from the first pay period commencing on or after the date of ratification and shall continue until the 4<sup>th</sup> of August 1999.

5th

**4. NO DURESS**

This agreement is the result of co-operative discussions between all parties and has been negotiated freely and constructively and entered into without duress.

## 5. INCONSISTENCY

This agreement shall be read and interpreted in conjunction with the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award (IRC no 6081 of 1996) but in the event of any inconsistency between this agreement and these awards this agreement shall take precedence. Where this agreement is silent then the relevant provisions of the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry preparation Wages (State) Award (IRC no 6081 of 1996) shall apply

## 6. AIMS AND OBJECTIVES

- (i) To improve the efficiency and productivity of the plant by ensuring present Workplace practices are more closely attuned to current and future needs and Objectives of the business
- (ii) To allow the business to operate efficiently and unimpeded at all times without Interruptions to work and thereby stabilise employee earnings.
- (iii) To promote discussion, agreement and implementation on improvements to Productivity, which will include but will not be, limited to issues such as:

Absenteeism  
 OH & s including claim cost  
 Product yields and recoveries  
 Reduced waste  
 Product quality  
 Operating Costs  
 Flexibility

- (iv) To achieve improvement in productivity, efficiency and flexibility to significantly increase the company's competitiveness which will in turn provide secure and worthwhile employment for employee's.
- (v) To provide career paths for employee's through structured training
- (vi) To share the benefits of such increased productivity and improved efficiencies With employee's through improved wages, conditions and security of employment.
- (vii) Eliminating work practices which have supported demarcations between various classes of employee's.

## 7. 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 .



## 7.1 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.



## 7.2 MANNING AND DUTIES.

- (i) It has been agreed between the parties that because of a reduction in production , the next employee that resigns shall not be replaced.
- (ii) If as a direct result of (i) above an operator is assigned to a different shift that carries a lesser shift allowance then they shall continue to received their current shift allowance.
- (iii) If following the changes in (ii) above a position becomes available on the employee's original shift then the employee shall have the option of transferring back to the original shift . However if the employee decides to remain on their current shift then the award shift allowance shall apply .
- (iv) 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 (R .D. O.) or there is not the agreed manning levels.
- (v) 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 continuos a daily review shall occur.

- (vi) Day shift employee's 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 .
- (vii) 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.
- (viii) Currently production tonnage is at 185 tonnes, if tonnage exceeds 200 metric tonnes the manage and the delegates shall consult, and additional labour casual or otherwise may be brought in to assist .
- (ix) When production is reduced below normal levels the day and afternoon shift operators shall do extra functions as required such as lawn mowing , and cleaning.
- (x) 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.
- (xi) 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.
- (xii) Safety must be maintained at all times .

### 7.3 BREAKDOWNS.

- (i) In the event of breakdowns , the foreman on each shift shall communicate with management and 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 employee's shall act as trade assistant (TA) after agreement with fitters and relevant union.
- (iii) During breakdowns employee's will do everything possible to keep up production throughput.
- (iv) Safety must be maintained at all times .



#### 7.4 SICK LEAVE .

- (i) Employee's 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 employee, in accordance with agreed local arrangements.

<p>individual Registered Enterprise Agreement</p> <p>Industrial Registrar</p>
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#### 7.5 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

#### 7.5 ABSENTEEISM.

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

#### 8. 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.

#### 9. 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.

## 10. 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.

## 11. 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.

## 12. 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.

### 13. 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 employee's.

#### (b) Procedure for a dispute between an employer and the employee.

- (i) A question, dispute of difficulty must initially be dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- (ii) Reasonable time levels must be allowed for discussion at each level of authority.



- (iii) While a procedure is being followed, normal work must continue.
- (iv) The employer may be represented by an industrial organisation of employers and the employee's may be represented by an industrial organisation of employee's for the purpose of each procedure.
- (v) Each party retains the right to pursue any matter through the appropriate industrial forum and while this process is being pursued work is to be made available and performed without prejudicing the outcome.



14. SIGNATORIES

Signed for an on behalf of:

Inghams Enterprises Pty Ltd

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*Dyly's*

In the presence of

\_\_\_\_\_

*JR James*

Dated this 15<sup>th</sup> day of OCTOBER 1998. <sup>*dyly's*</sup> 97

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

*C. Donzou*

In the presence of

\_\_\_\_\_

*PW Ish*

Dated this 13 day of OCTOBER 1996.



**PART B**  
**RATES OF PAY AND ALLOWANCES.**



The following weekly rates shall be payable to employees in the respective classification from the 4th of August 1997

CLASSIFICATION. RATE.	HOURLY RATE.	WEEKLY
LEVEL 1	\$12.5889	\$478.38
LEVEL 2	\$12.6442	\$480.47
LEVEL 3	\$12.7188	\$483.31
LEVEL 4	\$13.0034	\$494.12
LEVEL 5	\$13.1138	\$498.32
LEVEL 6	\$13.4510	\$511.15
FOREMAN	\$14.3684	\$545.99
CASUAL	\$14.8740	

The following weekly rates shall be payable to employees in the respective classification from the 4th of August 1998

CLASSIFICATION. RATE.	HOURLY RATE.	WEEKLY
LEVEL 1	\$13.2184	\$502.30
LEVEL 2	\$13.2742	\$504.42
LEVEL 3	\$13.3548	\$507.48
LEVEL 4	\$13.6535	\$518.83
LEVEL 5	\$13.7695	\$523.24
LEVEL 6	\$14.1235	\$536.69
FOREMAN	\$15.0868	\$573.29
CASUAL	\$15.6177	

## ALLOWANCES

## SHIFT ALLOWANCES

DAY + 12.5%  
AFTERNOON +15%  
NIGHT +33%

## DIRT MONIES

\$4.16 PER DAY



The parties agree that during the life of this agreement that further improvements in productivity, efficiency and flexibility, based on the aims and objectives expressed in Clause 5 may be implemented. wage increases resulting from sharing of measured real gains in productivity or efficiencies are available during the life of the agreement. Discussions in this regard shall proceed without any duress.