

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/105

**TITLE: Inghams Enterprises Pty Ltd Cardiff Feedmill Fitters and Electricians
Enterprise Agreement 1998**

I.R.C. NO: 98/6601

DATE APPROVED/COMMENCEMENT: Approved 19 March 1999 and commenced 24 August 1998

TERM: 12 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees covered by the Metal and Engineering Industry (New South Wales) Interim Award and the Electricians (State) Award at the companies Feedmill operations at Nelson Road, Cardiff

PARTIES: Inghams Enterprises Pty Limited -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; Electrical Trades Union of Australia, New South Wales Branch; David Maxwell Benn, Roger Buchtman, John Martin



**INGHAMS ENTERPRISES PTY LTD
CARDIFF FEEDMILL FITTERS AND ELECTRICIANS
ENTERPRISE AGREEMENT 1998**

This Agreement made this 24th day of August 1998, between Inghams Enterprises Pty Ltd (the Company), and its employees employed at the Company's Feedmill operations at Nelson Road, Cardiff under the terms of the Metal and Engineering Industry (NSW) Award and the Electricians (State) Award, records that it is mutually agreed as follows:

1. Arrangement

1. Arrangement
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2. Application

This Agreement shall apply at the Company's Feedmill operations at Nelson Road, Cardiff in respect to all employees employed under the terms of the Metal and Engineering Industry (NSW) Award and the Electricians (State) Award.

3. Inconsistency

This Agreement shall be interpreted wholly in conjunction with the Metal and Engineering Industry (NSW) Award and the Electricians (State) Award. To the extent of any inconsistency between this Agreement and the Awards, this Agreement shall prevail.

4. Parties Bound

This Agreement shall be binding upon:

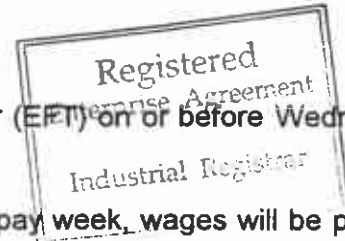
- (a) Inghams Enterprises Pty Ltd;
- (b) The Australian Manufacturing Workers' Union, registered as the Automotive, Food, Metals, Engineering, Printing and Kindred Union of New South Wales;
- (c) Electrical Trades Union of Australia, New South Wales Branch; and
- (d) All employees of the Company, employed at the Company's Feedmill operations at Nelson Road, Cardiff under the terms of the Metal and Engineering Industry (NSW) Award and the Electricians (State) Award.

5. **Duration of Agreement**

This Agreement shall take effect from 24 August 1998 and shall remain in force for a period of 12 months. Thereafter the terms of this Agreement shall remain in force in accordance with the terms of the *Industrial Relations Act 1996*.

6. **Payment of Wages**

- (a) All wages will be paid by Electronic Funds Transfer (EFT) on or before Wednesday in the pay week.
- (b) When a public holiday occurs on a Monday in the pay week, wages will be paid on or before Thursday in the pay week.



7. **Picnic Day**

Picnic Day will be taken on a rostered basis as mutually agreed to ensure continuous operation of the mill.

8. **Measures to Achieve Gains in Productivity, Efficiency and Flexibility**

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

8.1 *Further Training*

- (a) Employees will obtain Boiler Attendant Open Class and Restricted Electrical licences.
- (b) The Company will reimburse employees for course fees where the above licences are successfully obtained.
- (c) Maintenance personnel to be trained in mill operations e.g. starter grinder, running intake system, operating pellet mill linc.
- (d) Training to be expanded to include Austel Licence – to be obtained by electricians.

8.2 *Sick Leave*

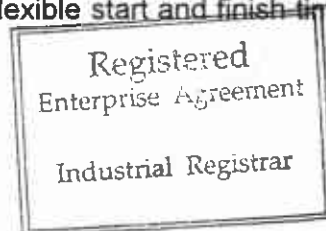
- (a) Employees shall not be required to produce a medical certificate for single day absences on paid sick leave provided they have used not more than five (5) days sick leave in the particular calendar year.
- (b) A medical certificate will be required for absences where the employee has already had five (5) days sick leave for the year.
- (c) At the end of any calendar year an employee may elect to be paid out the amount of the employee's accrued sick leave entitlement that is in excess of 152 hours.

The employee's accrued sick leave entitlement shall be reduced by the amount paid out as above.

8.3 Flexible Starting and Finish Times

- (a) Where the Company's operations require (eg. when major work is required or break downs have occurred) employees shall be available for flexible start and finish times in order to get the job done.
- (b) Starting times to be expanded to the following: -

Fitter	0600 – 1430
Electrician	0700 – 1530
Fitter	0800 – 1630



Roster to be drawn up in consultation with maintenance supervisor. Any changes to the above within the Award guidelines.

- (c) The Company shall endeavour to give employees concerned two (2) days notice of the need for flexible start and finish times to be implemented.
- (d) Maintenance to work afternoon shift if required. Notice of change as per Award with 48 hours notice to start. (If afternoon shift is required no "beeper allowance" will be paid for the afternoon shift period).

8.4 Rostered Days Off

- (a) Employees accumulated rostered days off (RDO's) shall be taken at times mutually agreed between the employer and employee concerned. Provided that RDO's shall not be taken in conjunction with any period of annual leave and RDO's will not be taken on consecutive working days in the same week.
- (b) Accumulated RDO's not taken as at 1 December each year shall be paid out at employees ordinary time rates of pay.

8.5 Work Breaks

In clause 18(ii) of the Metal and Engineering Industry (NSW) Award and clause 16(ii)(a) of the Electricians (State) Award, the reference to 10 hours shall be reduced to 8 hours.

8.6 Overtime

Unless extenuating circumstances exist, employees shall work planned overtime on major repair jobs, provided a minimum of two (2) days notice of the planned overtime is given.

8.7 Holidays

- (a) Holidays shall only be covered by contractors if the Company's work commitments require extra labour on site. Otherwise it shall be at the discretion of the Company as to when contractors are required.
- (b) Single public holidays that fall on Tuesday, Wednesday or Thursday with the exception of New Years Day to be worked at normal time and a day off in lieu at a mutually agreed time.

8.8 *Standard Operating Procedures*

- (a) Employees commit themselves to a greater awareness and understanding of Standard Operating Procedures (SOP's) in relation to handling materials and tools, operating mobile equipment and performing maintenance.
- (b) The Maintenance Foreman shall conduct SOP training following discussions with the Maintenance Manager.

8.9 *Safety*

Employees, as part of a recognition of and commitment to greater safety in the workplace, agree to participate in any safety seminar/course arranged by the Company.

8.10 *Waste Reduction*

There shall be an increased awareness and commitment to waste reduction by employees via the following measures:

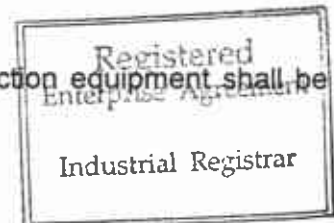
- (a) A conscious effort shall be made to reduce to a minimum, the disposal of useful materials and equipment including safety equipment (e.g. gloves).
- (b) Unserviceable personal protection equipment shall be discarded in an appropriate manner.
- (c) Storage areas provided for supplied personal protection equipment shall be better utilised.

8.11 *General Maintenance*

- (a) After appropriate training, tradesmen shall perform any new task of a minor maintenance or handyman repair type as required, including but not limited to the following:
 - Plumbing repairs;
 - Building repairs;
 - Fence repairs;
 - Carpentry repairs;
 - Air conditioning maintenance;
 - Inspection of outloading slides from feed trucks as per standard operating procedures (e.g. check air leaks)
- (b) Minor maintenance by production operator increased to cover:-
 - Air cassette changes
 - Cooler tray repairs and changes
 - Pellet mill chart changes

8.12 *Salmonella Control*

There shall be flexibility of operating shift on Friday to help with gluteraldehyde foaming.



8.13 *Beeper Allowance*

- (a) Beeper Allowance shall only be applicable if the mill is operating.
- (b) Coverage will be between 9.00 pm Sunday and 10.00 pm Friday (10 Shifts)
- (c) Beeper Allowance to be \$15.00 per shift covered as from the date of this Agreement.
- (d) Coverage required - 1 Fitter and 1 Electrician per shift.
- (e) Extra shifts or half extra shifts, if required to be covered, will be paid at double beeper allowance for the shift or half shift. Notification for extra shift coverage will be as soon as practicable.
- (f) Public Holidays - Coverage for public holidays will not be required unless the mill is operating. Coverage of public holidays will be as per (d).
- (g) 48 hours notice if possible will be given if the Fitter or Electrician is unavailable for coverage. If unavailable no beeper allowance will be paid. No contact by the mill will occur unless required for major breakdown.
- (h) Contractors may be used for coverage if Mill Fitters or Electricians are unavailable.
- (i) Beeper allowance to be indexed with any wage increase.
- (j) All other conditions as per Beeper Allowance memo 19 December 1990 will apply.

8.14 *Work Skills and Flexibility*

Following negotiations between the parties, and notwithstanding any previous Agreement or understanding the following work skills and flexibility shall apply:

- (a) Welding, sheetmetal work, pipe fitting and other work for which a need, appropriate equipment and skills exist.
- (b) Flexibility of operation in all production areas.
- (c) Fabrication and welding as required.
- (d) Pneumatic installation and repair.
- (e) Work in confined spaces, hot work etc.
- (f) Involvement in capital expenditure projects.
- (h) PLC and computer programming and repair.
- (i) Basic electrical understanding and repair.



9. Wage Increase

In recognition of the productivity measures, work skills and flexibility contained in this Agreement the weekly wage rates of the employees covered by this Agreement shall be increased by 5%, operative from the first pay period to commence on or after 24 August 1998. A further increase of 3% shall apply from the first pay period to commence on or after 24 August 1999.

10. Dispute Settlement Procedures

The procedure for the resolution of grievances and industrial ~~disputes~~ ~~concerning matters arising under this Agreement shall be in accordance with the grievances and disputes~~ procedures as prescribed in the relevant Awards.



11. Not to be Used as a Precedent

This Agreement shall not be used by any party in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

12. No Duress

This Agreement was entered into voluntarily and no party was subject to any form of duress at any stage during the Agreement formation process.

13. Signatories

Signed for and on behalf of
Inghams Enterprises Pty Ltd:

Glenn Dillon
Signature

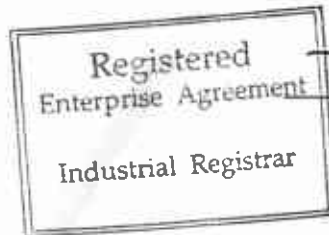
GLAEME DILLON
Printed Name

In the presence of:

Dave Swab
Signature

David Swab.
Printed Name

Signed by the employees
covered by this Agreement:



J. Martin
Signature

JOHN MARTIN

Roger Buchtmann
Signature

ROGER BUCHTMANN

David Maxwell Benn
Signature

DAVID MAXWELL BENN

In the presence of:

Dave Swab
Signature

Dave Swab.
Printed Name

Date: 27 NOVEMBER 1998.