

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA14/01

TITLE: Inghams Enterprises Appin "Pick-Up" Enterprise Agreement 2000

I.R.C. NO: 2000/5596

DATE APPROVED/COMMENCEMENT: 14 December 2000/ 15 August 2000

TERM: 26 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of the Company at the Appin site, engaged pursuant to the Transport Industry - Mixed Enterprises (State) Award

PARTIES: Inghams Enterprises Pty Ltd -&- Transport Workers' Union of Australia, New South Wales Branch



INGHAMS ENTERPRISES
APPIN "PICK-UP"
ENTERPRISE AGREEMENT 2000

Preamble

The agreement made this 15 day of August 2000, between Inghams Enterprises Pty Ltd (the Company), and the Transport Workers' Union of Australia (New South Wales Branch) (the Union) records that is mutually agreed as follows:

1. Title

This agreement shall be known as the 'Inghams Enterprises Appin 'Pick-Up' Enterprise Agreement 2000.

2. Arrangement

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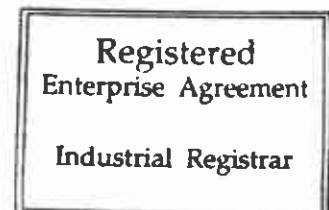
3. Application

This agreement shall apply to the Company's employees at the Appin "Pick-up" operations who are engaged under the terms of the Transport Workers Mixed Enterprises (State) Award.

4. Parties Bound

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd;
- (b) The Transport Workers Union (New South Wales Branch); and
- (c) All employees engaged at the Company's Appin "Pick-up" operations who are employed in any of the occupations specified in the Transport Industry – Mixed Enterprises (State) Award.



5. Date and Period of Operation

- (a) This agreement shall operate from the date of agreement and shall remain in force until 29 October 2002. Thereafter this agreement shall remain in force until varied, replaced or terminated in accordance with the provisions of the *Industrial Relations Act 1996*.
- (b) Commencing four months before expiry of this agreement the parties shall meet to discuss the content of a new agreement. Such discussions shall proceed without duress.

6. Relationship to Award and Agreements

This agreement shall be read and interpreted in conjunction with the Transport Industry Mixed Enterprises (State) Award (the Award) and shall be taken as replacing all previous agreements with the relevant employees.

To the extent of any inconsistency with the Award or previous enterprise agreements this agreement shall prevail.

7. Measures to Achieve Gains in Productivity, Efficiency and Flexibility

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

7.1 *Rostered Days Off*

- (a) The Company currently operates a system where full time employees accumulate time towards a 'rostered-day-off' (RDO's) for each 19 days of eight hours worked.
- (b) RDO's may be accumulated up to maximum of 12 days. Work on what would have been an employee's RDO shall be paid for as ordinary time. RDO's accumulated shall be taken at such times as agreed to between the Company and the individual employee and may include taking them in a block in conjunction with annual leave.
- (c) Accumulated RDO's may, on request, be paid-out in conjunction with an employee's annual leave. In December of each year any balance of an employee's RDO bank shall be paid-out. Payment for RDO's shall be at the employee's ordinary time rate and when paid-out the employee's RDO bank shall be reduced accordingly.

7.2 *Starting and Finishing Times*

- (a) All employees shall commence their shift 15 minutes before the designated starting time to commence the day's catching. During this 15 minutes all employees shall shower in accordance with the Company's quarantine procedures.



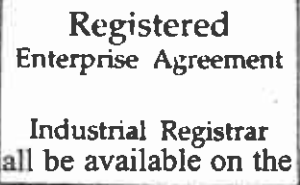
- (b) Starting times for ordinary hours may vary from day to day to meet production requirements. The Pick-Up manager shall advise employees as soon as practicable of the actual start time. Any dispute arising out of the operation of this provision shall be dealt with in accordance with the provisions of Clause 10 – Disputes Settlement Procedure.
- (c) The timing and duration of meal breaks shall be as agreed between the Pick-up Manager and relevant employees.
- (d) It is accepted that a normal shift is eight hours duration. However at the discretion of the Pick-up Manager employees may finish work after the agreed catching quota has been met, provided care is taken to prevent injury to the birds and Company minimum standards for downgrade of birds is not exceeded.
- (e) It is acknowledged that both the Company and employees have a duty of care in regard to employees' health and safety while at work. It is agreed that unsafe practices will not be applied in an endeavour to finish a shift early. In this context employees will comply with Company occupational health and safety procedures.

7.3 *Casuals*

Casuals may be engaged to meet fluctuating production requirements in accordance with current practice. The minimum period of engagement shall be four (4) hours at the casual hourly rate of pay. Casuals who match the production quota for full time shall be paid for a full shift.

7.4 *Payments of Wages*

Payment of wages shall be by Electronic Funds Transfer (EFT) and shall be available on the designated payday.



7.5 *Productivity Levels*

- (a) The standard productivity level is based on each catcher catching and loading 18 modules per shift. During the "winter period" the live weight per module will be 600kg and during the "summer period" 550kg.
- (b) Work in excess of the above quota of 18 modules per catcher per shift shall be paid at the rate of \$12.60 per module. This rate shall be increased by 3% from the first pay period to commence on or after 1 November 2000 and by a further 3% from the first pay period to commence on or after 1 November 2001.

8. Workplace Health and Safety

- (a) Employees shall take all necessary care to avoid injury to themselves or fellow employees and shall comply with Company occupational health and safety procedures.
- (b) Where the Company requires the wearing of particular work clothing and/or protective equipment then such items shall be provided free of cost by the Company.

- (c) Work clothing and protective equipment provided by the Company for the benefit of the employee remains the property of the Company. It is a condition of employment that where any item as described above is supplied then the employee must wear those items.

9. Wages

- (a) As from the first pay period to commence on or after 1 November 1999 the following weekly rates of wage shall apply.

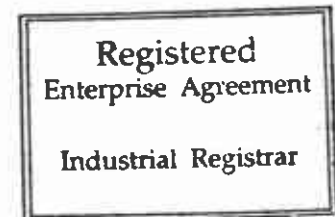
Transport Worker

Grade 2	\$476.17 per week
Grade 3	\$487.29 per week
Grade 7	\$547.34 per week

- (b) As from the first pay period to commence on or after the date of acceptance of this Agreement the following weekly rates of wage shall apply.

Transport Worker

Grade 2	\$485.69 per week
Grade 3	\$497.04 per week
Grade 7	\$558.29 per week



- (c) As from the first pay period to commence on or after 1 November 2000 the following weekly rates of wage shall apply.

Transport Worker

Grade 2	\$500.26 per week
Grade 3	\$511.95 per week
Grade 7	\$575.04 per week

- (d) As from the first pay period to commence on or after 1 November 2001 the following weekly rates of wage shall apply.

Transport Worker

Grade 2	\$515.27 per week
Grade 3	\$527.31 per week
Grade 7	\$592.29 per week

- (d) Any "Safety Net Adjustments" awarded by the Industrial Relations Commission of New South Wales shall be absorbed into the above wage rates.

- (e) In addition to the rates of pay in above, for working ordinary hours, shift workers shall be paid the following extra percentages of the rates prescribed for their respective classification:

- | | |
|-------------------------|-------|
| (1) Early Morning Shift | 12.5% |
| (2) Afternoon Shift | 17.5% |
| (3) Night Shift | 30% |

10. Dispute Settlement Procedure

Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner:

- (a) In the first instance employee/s shall discuss any grievance or dispute with their immediate supervisor.
- (b) If no settlement of the grievance or dispute is reached at Step (a), it shall be discussed between the employee/s and/or their representative and the relevant nominated company representative.
- (c) In the event that settlement of the matter cannot be reached at Step (b), it shall be notified to the Industrial Relations Commission in accordance with the *Industrial Relations Act 1996*.
- (d) While the above procedures are in progress work shall continue normally.
- (e) All parties shall give due consideration to matters raised or any suggestion or recommendation made by an Industrial Commissioner with a view to the prompt settlement of the dispute.
- (f) Any order of the Industrial Relations Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.
- (g) Discussions at any stage of the procedure shall not be unreasonable delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made.

11. 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 to any matter that will increase Company labour costs. Except as provided in Cause 9 there shall be no further wage increases during the term of the agreement.



12. Not to be used as a Precedent

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

13. Signatories

Signed for and on behalf of:

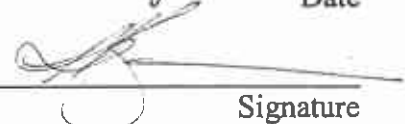
Inghams Enterprises Pty Ltd


Signature

ALAN WILSON.
Printed Name

11 August 2000.
Date

In the presence of:


Signature

KATHY REEVES
Printed Name

11 August 2000
Date

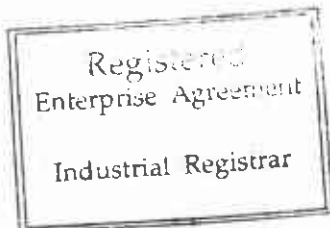
Transport Workers Union of Australia
(New South Wales Branch)


Signature

A V Sheldon
Printed Name

15th August 2000
Date

In the presence of:




Signature

Rosemary Elaine Galvin
Printed Name

18 August 2000
Date