

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/346

**TITLE:** Inghams Enterprises (Hoxton Park) and the Australasian Meat Industry Employees' Union NSW Branch Enterprise Agreement 2001

**I.R.C. NO:** 2001/6750

**DATE APPROVED/COMMENCEMENT:** 23 October 2001

**TERM:** 34 Months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 8 March 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 14

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** It applies to employees at the Inghams Enterprises Pty Ltd Hoxton Park processing plant, only in respect to its employee covered by the Poultry Industry Preparation (State) Award.

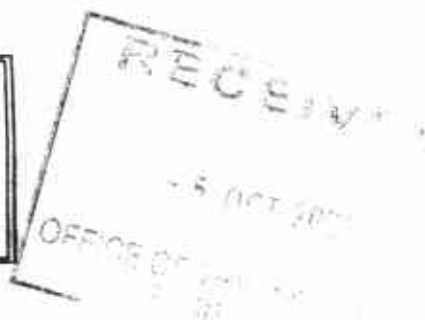
**PARTIES:** Inghams Enterprises Pty Limited -&- The Australasian Meat Industry Employees' Union, New South Wales Branch

**INGHAMS ENTERPRISES  
(HOXTON PARK)**

**AND**

**THE AUSTRALASIAN  
MEAT  
INDUSTRY EMPLOYEES'  
UNION  
NEW SOUTH WALES  
BRANCH**

**ENTERPRISE  
AGREEMENT  
2001**



**INGHAMS ENTERPRISES  
(HOXTON PARK)  
AND  
THE AUSTRALASIAN MEAT INDUSTRY EMPLOYEES' UNION  
NEW SOUTH WALES BRANCH**

**ENTERPRISE AGREEMENT - 2001**

**PREAMBLE**

This agreement made the 21<sup>st</sup> day of September 2001 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australasian Meat Industry Employees' Union - New South Wales Branch (hereinafter referred to as the 'Union'), records that it is mutually agreed as follows:

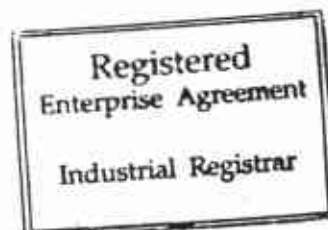
**1. TITLE**

This agreement shall be known as the Inghams Enterprises (Hoxton Park) and the Australasian Meat industry Employees' Union NSW Branch Enterprise Agreement 2001.

**2. ARRANGEMENT**

1. Title
2. Arrangement
3. Application
4. Parties Bound
5. Relationship to Existing Award
6. Introduction
7. Objective
8. Public Holidays
9. Sick Leave
10. Saturday Work
11. Payment in Lieu of Overtime
12. Leave
13. Hours Of Work
14. Union Recognition and Membership
15. Workplace Delegates
16. Consultative Committee
17. Consultation
18. Disputes Procedure
19. Grievance Procedure
20. Wage Increases
21. Allowances
22. Casuals
23. Duration
24. Abandonment of Employment
25. No Further Claims
26. Distribution
27. Redundancy
28. Signatories

Schedule - Rates of Pay  
Allowances



**3. APPLICATION**

This agreement shall apply at the Inghams Enterprises Pty Ltd Hoxton Park processing plant located at Kurrajong Road, Hoxton Park, New South Wales, only in respect to its employee covered by the Poultry Industry Preparation (State) Award.

**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 Hoxton Park plant.

**5. RELATIONSHIP TO EXISTING AWARD**

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. 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 this 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:

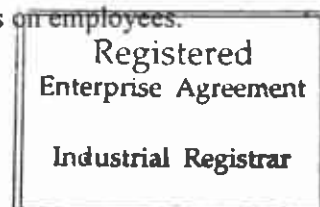
- Improving the productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures, which would significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- Developing an environment of continuous 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.

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.

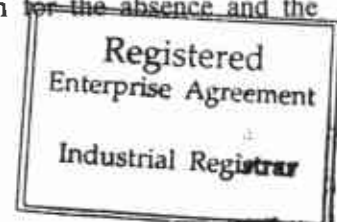


**8. PUBLIC HOLIDAYS**

- (1) A weekly employee not required to work shall be entitled to holidays on the following days or days observed in lieu without deduction of pay:
- (a) New Years Day;
  - (b) Australia Day;
  - (c) Good Friday;
  - (d) Easter Monday;
  - (e) Anzac Day;
  - (f) Queen's Birthday;
  - (g) Eight Hours' Day;
  - (h) Christmas Day; and
  - (i) Boxing Day.
- (2) In the event of a holiday falling on a day which will result in a plant being closed for a minimum of three (3) days including Saturday and Sunday, an employee may be required to work on one of those days and be paid in accordance with this Clause.
- (a) The Company will give employees at least 14 days notice of the requirement to work a public holiday.
  - (b) An individual employee must advise the Company in writing at least 10 days prior to the public holiday if they are unavailable to work as requested.
  - (c) Employees will not be required to work on Good Friday, Christmas Day (25 December), Boxing Day (26 December) or New Years Day, 1 January.
- (3) All time worked on any of the days observed as holidays named in sub-clause (1) shall be paid for at the rate of double time and one-half with a minimum payment of 4 hours at such rate.
- (4) A full-time or part-time employee who works on a prescribed holiday may, by agreement evidenced in writing between the Company and the employee, perform such work at time and a half, provided that one day in lieu of such holiday shall be allowed to the employee at a mutually convenient time.
- (5) 'Picnic Day' a Picnic Day Holiday will be taken on a rostered basis at a time mutually agreed between the Company and the employee.

**9. SICK LEAVE**

- (1) An employee who is absent from work 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) Where an employee has:

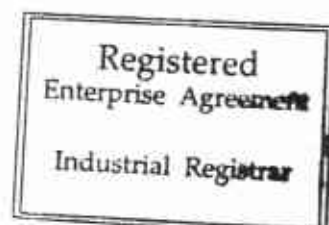
- (a) been absent from duty in a manner which is systematic or exhibits a pattern;
- (b) has exceeded their annual sick leave entitlement without due cause or satisfactory proof of illness; or
- (c) has failed to produce satisfactory evidence as per sub-clause (1) including satisfactory description of 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 counseling 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.
- (3) 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.

#### **10. SATURDAY WORK**

- (1) There will be a requirement for the Company to work overtime on various Saturdays to meet customer demands. Employees will be requested to volunteer to work on such Saturdays at normal overtime rates.
- (2) The Company will give the Union and employees 7 days notice of the Company's requirement to work a Saturday.
- (3) An employee who is rostered to work on a Saturday and who does not work as agreed shall be subject to the Company's normal disciplinary procedure. The onus shall be on the employee to satisfy the Company that there was a reasonable excuse for the absence including documentary evidence if required by the Company. If there are mitigating circumstances the Company will recognise legitimate and bona-fide reasons for the employee being absent with the provision of written proof.



11. **PAYMENT IN LIEU OF OVERTIME**

- (1) Subject to approval by the Company an employee (permanent, part-time or casual) may defer payment for overtime worked and take ordinary time off at a later date and receive payment for the overtime at that time. Such time off must be taken within 3 months of the entitlement occurring or payment for the overtime will be made to the employee.
- (2) When a public holiday occurs on a Monday then pay day in that week will be Thursday in lieu of Wednesday to avoid estimating and correcting wages, as is current practice. If an individual employee incurs bank charges on a periodic payment because of the Thursday pay day, then on production of documentary evidence to support the claim shall be reimbursed the bank charges by the Company.

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 ordinary hours of work for day workers shall be worked between 5:00 am and 7.30 pm. Therefore, the afternoon shift shall be a shift finishing after 7.30 pm and before 12 midnight.
- (b) Employees currently accrue 24 minutes towards a "rostered day off" for each 8 hours worked. Employees entitlements to a "rostered day off" shall be taken between Monday and Friday in accordance with a roster prepared by the Company. By mutual agreement between the Company and the employee the taking of the RDO may be taken on a substitute day.
- (c) By mutual agreement between the Company and the majority of employees, the starting and finishing times for ordinary working hours may be altered in the week before Christmas and the following week so that the week's production can be completed earlier than usual and thus allow employees to finish work early on the last day of the week before Christmas and New Year.

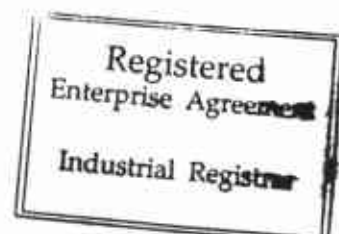
14. **UNION RECOGNITION AND MEMBERSHIP**

The Company recognises the Australasian Meat Industry Employees' Union as the union to represent its process workers.

All employees shall be provided with be an application for to join the union at the point of recruitment and introduced to the delegates.

As part of the duties of a delegate, such delegate/s shall be notified by the company of the induction of new employees for the purpose of addressing such employees prior to commencing work with the company.

During such induction the delegate/s shall inform new employees of the AMIEU and give them the appropriate forms for joining the union.



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 Employee's 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.

**15. 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.

**16. 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 the term of this agreement to discuss and implement opportunities for further improvements in operations.

The consultative committee shall operate in accordance with the agreed Constitution.

**17. 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.

**18. 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.

**19. 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.

**20. WAGE INCREASES**

- (1) 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 4% from the first pay period to commence on or after 5 August 2001. The new wage rates resulting from this increase are set out in the attached Schedule - Rates of Pay.
- (2) A further 4% increase in wages shall apply from the first pay period to commence on or after 5 August 2002 and are set out in the attached Schedule - Rates of Pay.
- (3) A further 4% increase in wages shall apply from the first pay period to commence on or after 5 August 2003 and are set out in the attached Schedule - Rates of Pay.



## **21. ALLOWANCES**

- (1) Allowances shall be increased by 4% from the first pay period to commence on or after 5 August 2001. The allowances resulting from this increase are set out in the attached Schedule - Rates of Pay.
  - a) A further 4% increase in allowances shall apply from the first pay period to commence on or after 5 August 2002 and are set out in the attached Schedule - Rates of Pay.
  - b) A further 4% increase in allowances shall apply from the first pay period to commence on or after 5 August 2003 and are set out in the attached Schedule - Rates of Pay.
- (2) Trainers and or Assessors who have completed the appropriate training and received recognition to train and or assess workers competency in accordance with the training agenda at the plant shall receive \$20.00 per week allowance.

## **22. 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) Casual employees shall be paid their ordinary rate of pay plus the appropriate casual loading whilst they are employed during ordinary hours in accordance with the section that they are working in.
- (3) Casual employees shall be paid overtime rates in accordance with this agreement less the appropriate casual loading.

## **23. DURATION**

This agreement shall take effect from the date it is approved by the Industrial Relations Commission, and shall remain in force until 5 August 2004. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

## **24. ABANDONMENT OF EMPLOYMENT**

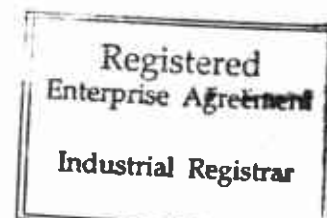
An employee who is absent from work for 3 consecutive working days without notifying the employer shall be assumed to have abandoned their employment. If within a further period of 7 days the employee has not satisfied the employer that there was a reasonable excuse for their absence then the employee shall be deemed to have abandoned their employment from the first day of absence.

## **25. NO FURTHER CLAIMS**

This agreement shall be a full and final settlement of all the claims. The parties agree that there shall be no further claims made during the life of the agreement.

## **26. DISTRIBUTION**

- (1) Employees employed in distribution prior to 1 July 1999 are entitled to a compulsory 1 hours overtime per day. It is agreed that this practice shall continue during the life of this agreement.
- (2) Employees employed in distribution prior to 1 July 1999 are currently entitled to 1 hour per week "walking time" money. It is agreed that this entitlement will be reduced to one half hour per week from the commencement of this agreement and eliminated as from 5 August 2003.



27. **REDUNDANCY**

(a) **Discussions Before Termination**

- (j) 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 agrees to be 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, and subject to further order of the Commission, 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:

**Period of Continuous Service**

**Severance Pay**

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 25 (a) 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 25 (a) 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 25 (a) 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**

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 Hoxton Park 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 Hoxton Park 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

Should any employee 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.

Registered  
Enterprise Agreement  
Industrial Registrar

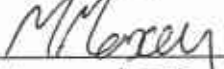
28. SIGNATORIES

Signed for an on behalf of:

Inghams Enterprises Pty Ltd }

  
\_\_\_\_\_  
Alan Wilson, GEN MARN SW.

In the presence of }

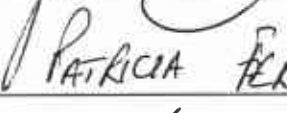

  
\_\_\_\_\_  
Michael Moore

Dated this 21 day of September 2001.

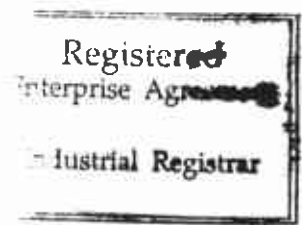
The Australasian Meat Industry  
Employees' Union - New South  
Wales Branch }

  
\_\_\_\_\_  
PATRICIA FERNANDEZ

In the presence of }

  
\_\_\_\_\_  
Mark Connors  


Dated this 21 day of September 2001.



**SCHEDULE  
RATES OF PAY**

- (1) The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on after 5 August 2001.
- (2) The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on after 5 August 2002.
- (3) The following weekly rates shall be payable to employees in the respective classification from the first pay period to commence on after 5 August 2003.

CLASSIFICATION	CURRENT RATE	RATE 05/08/2001	RATE 05/08/2002	RATE 05/08/2003
LEVEL 1	\$506.47	\$526.72	\$547.79	\$569.70
LEVEL 3	\$522.50	\$543.40	\$565.13	\$587.74
LEVEL 4	\$534.64	\$556.02	\$578.26	\$601.39
LEVEL 5	\$533.95	\$555.30	\$577.52	\$600.62
BONER	\$546.22	\$568.06	\$590.79	\$614.42

The above rates have been calculated with the 4% increase per year

**ALLOWANCES**

ALLOWANCE	CURRENT	05/08/2001	05/08/2002	05/08/2003
<b>FREEZER ALLOWANCE</b>				
MINUS 4 DEGREES-	\$0.13 per hour	\$0.14 per hour	\$0.14 per hour	\$0.15 per hour
MINUS 16 DEGREES-	\$0.36 per hour	\$0.37 per hour	\$0.39 per hour	\$0.40 per hour
FREEZER-HANGING ALLOWANCE	\$0.97 per hour	\$1.01 per hour	\$1.06 per hour	\$1.10 per hour
OVERTIME RATE	\$93.60 per week	\$97.34 per week	\$101.23 per week	\$105.28 per week
LOCATION ALLOWANCE	\$0.29 per hour	\$0.30 per hour	\$0.31 per hour	\$0.32 per hour
OVERTIME RATE	\$29.70 per week	\$30.90 per week	\$32.13 per week	\$33.42 per week
CRATE WASH DIRT ALLOWANCE	\$0.76 per hour	\$0.79 per hour	\$0.82 per hour	\$0.85 per hour
FORKLIFT ALLOWANCE	\$0.35 per hour	\$0.36 per hour	\$0.38 per hour	\$0.39 per hour
	\$2.76 per day	\$2.87 per day	\$2.98 per day	\$3.10 per day

The above rates have been calculated with the 4% increase per year.

Registered  
Enterprise Agreement  
Industrial Registrar