

**REGISTER OF  
ENTERPRISE AGREEMENTS**



**ENTERPRISE AGREEMENT NO: EA97/178**

**TITLE:      Inghams Enterprises Pty Ltd Cardiff Enterprise Agreement 1997**

**I.R.C. NO: 97/4372**

**DATE APPROVED/COMMENCEMENT: 8 October 1997 and commenced 30 June 1997**

**TERM: Expires 30 June 1999**

**NEW AGREEMENT OR  
VARIATION:                      New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES:      9**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:      To apply to employees covered by the Poultry Industry Preparation (State) Award at the Cardiff Processing Plant**

**PARTIES:      Inghams Enterprises Pty Limited -&- The Australasian Meat Industry Employees' Union, Newcastle and Northern Branch**

26th JUNE 1997

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



**PREAMBLE**

This agreement made the 17<sup>th</sup> day of *July* 1997 between Inghams Enterprises Pty Ltd (hereinafter referred as the "Company") and The Australasian Meat industry Employees' Union - Newcastle and Northern 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 (Cardiff) Enterprise Agreement 1997.

**2. ARRANGEMENT**

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**3. APPLICATION**

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



#### **4. PARTIES BOUND**

This agreement shall be binding upon;

- (a) Inghams Enterprises Pty Ltd;
- (b) The Australasian Meat Industry Employees' Union - Newcastle and Northern Branch; and
- (c) All employees of the Company covered by the Award working at the Cardiff 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, but in the event of any inconsistency between this agreement and the above awards, this agreement shall take precedence.

#### **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:

### 8.1 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.
- (b) Ordinary hours of 8 hours 27 minutes per day shall apply in the sections of the plant as agreed. This will result in employees being rostered to work on 9 days per fortnight.
- (c) Permanent employees shall continue to be entitled to 76 hours (10 days) of sick leave and 152 hours (20 days) of annual leave per annum.
- (d) It is recognised that the above arrangements have been agreed to meet current production requirements. In the event that circumstances change other arrangements may be agreed to meet such future requirements. Any changes in the daily hours or the pattern of hours shall be processed in accordance with the terms of the Award.



## **8.2 Casuals**

- (a) 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.
- (b) Casual employees shall be entitled to overtime payments for time worked in excess of 8 hours per day .
- (c) The calculation for overtime for casuals will be on a daily basis and each day will stand alone.
- (d) In an endeavour to reduce absenteeism, it has been agreed to introduce a roster system for casuals on a trial basis. Casuals are required to notify the Company before normal starting time if they are unable to work their normal shift. The parties will continue to monitor the arrangement and make changes as necessary.

## **8.3 Rostered Days Off**

The Company will endeavour to maintain Rostered Day's Off over the busy Easter and Christmas periods. However, when the need arises because of production requirements, the Company by mutual agreement may either postpone or pay-out the Rostered Day off.

## **8.4 Friday Work**

A full days processing will be scheduled for each Friday. Should overtime be required to finish the day's work for any reason beyond the Company's control, then employees shall work a reasonable amount of overtime if required.

## **8.5 Worker's Compensation**

The plant has seen a significant reduction in workplace injuries and therefore a significant reduction in worker's compensation costs. Even though workers compensation costs at Cardiff remain high, the reduction in costs is recognised. The parties agree to continue to monitor the situation with a view to further reductions in claims and costs.

**9. DISPUTE SETTLEMENT PROCEDURE**

The parties agree that, subject to the provisions of the New South Wales Industrial Relations Act 1996, all grievances, claims or disputes shall be dealt with in the following manner so as to ensure the orderly settlement of the matters in question:

- (a) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and the immediate supervisor.
- (b) If the matter is not resolved at this level, it will be further discussed between the affected employee(s) and the Union delegate or, where appropriate, another nominated representative and the employer. Both the employer's industrial representative and the employee's Union representative may be notified.
- (c) If no resolution is reached in a reasonable time period, the union representative shall refer the dispute to the Union Secretary and the company shall refer the dispute to Senior Management for further discussions.
- (d) Whilst the foregoing procedure is being followed work shall continue normally. No party shall be prejudiced as to the final settlement by the continuance of work in accordance with this subclause.
- (e) Should the matter still not be resolved within a reasonable time period it may be referred to the Industrial Relations Commission of New South Wales for settlement by either party.
- (f) The parties shall, at all times, confer in good faith and without undue delay.
- (g) During the discussions the status quo ( except in the case of summary dismissal ) shall remain and work shall proceed normally in accordance with this agreement and without stoppage or the imposition of any ban, limitation or restriction. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

**10. 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 from the first pay period to commence on or after 30 June 1997 as set out in Table 1.
- (b) Based on the achievement of productivity improvements as agreed between the parties a 5% increase in wages shall apply from the first pay period to commence on or after 1 July 1998 as set out in Table 2. Work on such productivity improvements shall be processed through existing consultative arrangements.

**11. SINGLE BARGAINING UNIT**

This agreement has been negotiated through a consultative process involving a consultative committee representing all employees covered by the parent award, the Company, and representatives of the Australasian Meat Industry Employees Union, Newcastle and Northern Branch, being either its officers or delegates.

**12. UNION RECOGNITION**

- (a) The Company recognises the Australasian Meat Industry Employees Union as being the union that shall have exclusive representation of employees in the classifications covered by this agreement.
- (b) All employees shall be given an application form to join the union at the point of recruitment.
- (c) The Company shall deduct from the wages of each employee who has authorised it membership fees at the amount from time to time decided by the Committee of Management of the Union. The Company shall forward these deductions to the Secretary of the Union.
- (d) An employee elected as a union representative will, upon notification to the Company by the Union, be recognised as the accredited Union representative and will be allowed the necessary time during working hours to interview relevant Company representatives on matters affecting employees of the Company which are progressed through the Dispute Resolution Procedure.



**13. INDUCTION OF NEW EMPLOYEES**

The Union Delegate will be involved and co-operate in the current induction program for new employees in order to insure a smooth transition into the workforce.

- (a) The Company will implement an induction program for all new employees which will include training on occupational health and safety and workers compensation.
- (b) The union delegate will be given paid time off to speak to all new employees at induction.

**14. NOMINAL PERIOD AND RENEWAL**

The Consultative Committee will remain active for the duration of this agreement, and the parties will commence negotiations in good faith, and without prejudice, no later than 3 months prior to the expiry date of the agreement in relation to the renewal or variation of this agreement.

**15. DURATION**

This agreement shall take effect from 30 June 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.





16. SIGNATORIES

Signed for and on behalf of:

Inghams Enterprises Pty Ltd }

*[Handwritten signature]* ..... 17/7/97

In presence of }

Dated this... 17<sup>th</sup> ..... day of July ..... 1997.

The Australasian Meat Industry  
Employees' Union - Newcastle  
and Northern Branch }

*[Handwritten signature]* ..... Secretary  
*[Handwritten signature]* ..... Organiser

In presence of }

Dated this... 17<sup>th</sup> ..... day of July ..... 1997.



**Table - 1 Wages at 1-7-97**

<b>LEVEL</b>	<b>5 % INCREASE</b>	<b>NEW WEEKLY WAGE</b>
1	\$ 20.55	- \$ 431.60
2	\$ 21.45	- \$ 451.00
3	\$ 21.85	- \$ 458.20
4	\$ 22.40	- \$ 471.00
5	\$ 22.35	- \$ 469.30

**TABLE - 2 Wages from 1-7-98**

<b>LEVEL</b>	<b>5 % INCREASE</b>	<b>NEW WEEKLY WAGE</b>
1	\$ 21.60	- \$ 453.20
2	\$ 22.55	- \$ 473.55
3	\$ 22.90	- \$ 481.10
4	\$ 23.55	- \$ 494.55
5	\$ 23.45	- \$ 492.75