

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA98/71

TITLE: Inghams Enterprises Pty Ltd (Castle Hill) Enterprise Agreement 1997

I.R.C. NO: 98/391

DATE APPROVED/COMMENCEMENT: 20 February 1998

TERM: Expires 5 August 1999

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Poultry Industry Preparation (State) Award and the Poultry Industry Preparation Wages (State) Award at Crane Road, Castle Hill 2154

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



**INGHAMS ENTERPRISES PTY LTD  
(Castle Hill)  
ENTERPRISE AGREEMENT - 1997**

**PREAMBLE**

This agreement made the 30th day of OCTOBER 1997 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 Pty Ltd (Castle Hill) Enterprise Agreement 1997.

**2. ARRANGEMENT**

1. Title
2. Arrangement
3. Application
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**Part B**

**MONETARY RATES**

*Table 1 - Rates of Pay  
Table 2 - Other Rates and Allowances*

**3. APPLICATION**

This agreement shall apply at the Inghams Enterprises Pty Ltd Castle Hill processing plant located at Crane Road, Castle Hill, New South Wales, only in respect to its employee covered by the Poultry Industry Preparation (State) Award (IRC no 6081 of 1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC

#### 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 Castle Hill 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, (IRC no 6081of1996) and the Poultry Industry Preparation Wages (State) Award. Award.(IRC no 6081of1996) 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Except where superseded by this agreement, the terms of previous agreements between the Company and the Union continue to have application to employees covered by this agreement.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.

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

### 8.1 Hours of Work

- (a) The ordinary hours of work for day workers may be worked between 5:00am and 6.00 pm.

### 8.2 Absenteeism

The following measures will be introduced to reduce the current unacceptable levels of absenteeism:

- (a) If any employee is absent from work (unpaid) in any week, then that employee shall not be offered overtime in that week or the following week at the Company's discretion.
- (b) Any employee who is absent from work shall notify the Company within 2 hours of normal starting time on the first day of such absence and shall indicate the probable duration of the absence.
- (c) Any employee who arrives at work 15 minutes past their scheduled start time and has not advised the company that they will be late shall be sent home without pay. The employee may apply for payment as for a rostered day off or as a day of annual leave. Sick leave shall not be available in such circumstances.

### 8.3 Productivity Gains

There has been a significant improvement in productivity with new methods introduced with the "black tray range". In addition an extra 250 kg per day of "pluck" has been recovered per day. These increases in productivity have been recognised for the purposes of this agreement.

- (a) Introduction of the 'Low Scald' process and associated reductions in manning levels.
- (b) Introduction of the Halal (Muslim slaughtering) method.
- (c) Increased manual bagging of birds because of mechanical problems being experienced with Auto Baggers.

The Company shall endeavour to overcome the problems with the Auto Baggers and this shall be monitored by the Consultative Committee and the Union.

- (d) Increased rotation between workers, and the need for multi-skilling. Rotation shall be further extended with it being accepted as standard practice

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Enterprise Agreement  
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This system of introduction for rotation shall be set up by the Consultative Committee.

- (e) Where a person develops multiple skills, their position in the classification structure shall be discussed as part of the ongoing productivity discussions.
- (f) Those areas with a shortage of labour (excluding the process line) because of absenteeism on a given day, shall commence work and continue to work for a reasonable time to allow casual labour to be brought in. The delegate in conjunction with the supervisor of each section shall determine what is to be considered as reasonable time. The Union agrees to assist the Company to reduce absenteeism.
- (g) The parties recognise the improvement through staggered breaks and this will be extended, following consultation between the Company, employees and the Union.
- (h) A program will be developed whereby certain meat workers are trained by tradespersons to carry out minor adjustments and machine changes. This program will be developed in conjunction with appropriate metal trades employees, after agreement with the Union.
- (i) The Company agrees to co-operate with the appropriate National and State bodies in the writing of the Competency Standards for the poultry industry.
- (j) There is a recognition by the Company that bird weights have increased over the past few years. The safety Committee is to monitor any adverse occupational health and safety consequences that may be brought about by the increase in bird weights.
- (k) There is a recognition by all parties that the introduction of the HACCP (Hazard Analysis Critical Control Point) program shall improve the overall performance of the plant while creating interest and job satisfaction. It is agreed that all employees shall become involved in the HACCP program at Castle Hill. This shall involve training, result taking and reporting along with attending meetings and task forces.

The Consultative Committee and the Union shall discuss and agree on the appropriate classification and rates of pay for any employee that has been trained to carry out the responsibilities at the HACCP levels.

- (l) There is a commitment by all employees' to ensure that in the case of breakdowns that all birds are processed and all product is made safe. The Company is committed to maintaining machinery at a level so as to assure production needs can be met during ordinary hours of work.
- (m) The Company recognises and agrees that to continue to achieve productivity and efficiency gains it must have sufficient manning levels to carry out any production needs that is required on any given day. It is also agreed that all employees must be given proper and meaningful training to enable them to perform their duties and as such the Consultative Committee will develop a training schedule.

- (o) Employee's who have in excess of days sick leave credit may request pay-out of the amount in excess of the 10 days. Such payment shall be made on the anniversary of the anniversary of their employment and their sick leave credit shall be reduced accordingly.
- (p) On request, accumulated leisure days may be paid out to an individual employee, in accordance with agreed local arrangements.

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#### 8.4 Quarterly Meeting

At a time mutually agreed between the Company and the ~~Union one mass meeting of~~ employees of a maximum duration of 60 minutes will be available once per quarter. Employees guarantee to finish the day's production before leaving the site.

### 9. UNION RECOGNITION AND MEMBERSHIP

- (a) The company recognises the Australasian Meat Industry Employees Union as the union to represent its process workers.
- (b) 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 delegate.
- (c) The company undertakes upon authorisation by any employee 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.

### 10. 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 the necessary time during working hours to interview relevant company representatives on matters affecting employees of the company.

### 11. 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.

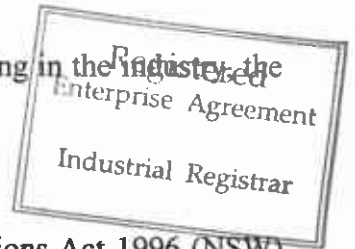
This committee shall continue to meet throughout the term of this agreement to discuss and implement opportunities for further improvements in operations.

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

## 12. 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 Registered Enterprise Agreement, the parties commit themselves to ongoing consultation at all levels.



## 13. DISPUTE RESOLUTION PROCEDURE

The parties agree that, subject to the provisions of the Industrial Relations Act 1996 (NSW) 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.

- (b) Any grievance or dispute which arises shall, where possible, be settled by discussion on the job between the employee(s) and their 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 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) Should the matter still not be resolved within a reasonable time period it may be referred by either party to the Industrial Relations Commission of New South Wales for settlement.
- (e) The parties shall at all times confer in good faith and without delay.
- (g) During any discussions the status quo (except in the case of summary dismissal) shall remain and work shall proceed normally in accordance with the Award 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.

## 14. 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.



## 15. 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 the first pay period to commence on or after 5 August 1997. The new wage rates resulting from this increase are set out in the attached Schedule B Rates Pay.
- (b) A further 5% increase in wages shall apply from the first pay period to commence on or after 5 August 1998 and are set out in the attached Schedule B Rates Pay.

## 16. ALLOWANCES.

- 16.1 A freezer allowance shall be paid as set out in Item 1 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.2 A laundry allowance shall be as set out in Item 2 of the said table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.3 A hanging allowance, shall be paid as set out in Item 3 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.4 A location allowance shall be paid as set out in Item 4 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.5 A kill allowance where applicable shall be paid as set out in Item 5 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.6 A dirt allowance for the eviseration section shall be paid as set out in Item 6 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.7 A dirt allowance for the offal section shall be paid as set out in Item 7 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.8 A fork allowance shall be paid as set out in Item 8 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.
- 16.9 A first aid allowance shall be paid as set out in Item 9 of table 2--Other Rates and Allowances, of Part B, Monetary Rates.



16.10 A leading hand allowance (small group) shall be paid as set out in Item 10 of table 2-- Other Rates and Allowances, of Part B, Monetary Rates.

17. DURATION

This agreement shall take effect from 5 August 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*.

*altered  
specimen  
date*

18. SIGNATORIES

*see  
transcript*

Signed for an on behalf of:

Inghams Enterprises Pty Ltd } \_\_\_\_\_ *[Signature]*

In the presence of } \_\_\_\_\_ *[Signature]*



Dated this 12<sup>th</sup> day of December 1997.

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

*[Signature]*  
\_\_\_\_\_ *[Signature]*

In the presence of

Dated this 19<sup>th</sup> day of December 1997.



**PART B  
MONETARY RATES**

**Table 1 --- Rates of Pay**

The following weekly rates shall be payable to employees in the respective classification from the agreed date..



<b>CLASSIFICATION.</b>	<b>HOURLY RATE.</b>	<b>WEEKLY RATE.</b>
LEVEL 1	\$11.7019	\$444.68
LEVEL 2	N/A	N/A
LEVEL 3	\$12.2242	\$464.52
LEVEL 4	\$12.5171	\$475.65
LEVEL 5	\$12.4950	\$474.81
LEVEL 6	\$13.4262	\$510.19

**RATES OF PAY**

The following weekly rates shall be payable to employees in the respective classification from the 5<sup>th</sup> of August 1998

<b>CLASSIFICATION.</b>	<b>HOURLY RATE.</b>	<b>WEEKLY RATE.</b>
LEVEL 1	\$12.2872	\$466.91
LEVEL 2	N/A	N/A
LEVEL 3	\$12.8354	\$487.75
LEVEL 4	\$13.1429	\$499.45
LEVEL 5	\$13.1197	\$498.55
LEVEL 6	\$14.0973	\$535.70

TABLE 2 Other Rates and Allowances.

Item No.	Clause No	Brief Description	Amount \$
1	16.1	Freezer allowance	\$0.89 per hour
2	16.2	Laundry Allowance.	\$1.88 per day
3	16.3	Hanging allowance	\$0.27 per hour
4	16.4	Location allowance	\$0.72 per hour
5	16.5	Kill allowance	\$0.72 per hour
6	16.6	Dirt allowance eviseration	\$0.13 per hour
7	16.7	Dirt allowance offal	\$0.33 per hour
8	16.8	Fork lift allowance	\$2.52 per day
9	16.9	First aid allowance	\$9.40 per week
10	16.10	Leading hand allowance	\$26.14 per week

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INDUSTRIAL RELATIONS COMMISSION  
OF NEW SOUTH WALES

CAHILL V-P

FRIDAY 20 FEBRUARY 1998



IRC98/391 - INGHAMS ENTERPRISES PTY LIMITED (CASTLE HILL) ENTERPRISE AGREEMENT 1997 5

IRC98/392 - INGHAMS ENTERPRISES PTY LIMITED (HOXTON PARK) ENTERPRISE AGREEMENT 1997 10

IRC98/393 - INGHAMS ENTERPRISES PTY LIMITED (INGLEBURN) ENTERPRISE AGREEMENT 1997 15

IRC98/394 - INGHAMS ENTERPRISES PTY LIMITED (TAHMOOR) ENTERPRISE AGREEMENT 1997

IRC98/568 - INGHAMS ENTERPRISES PTY LIMITED (BADGERYS CREEK) ENTERPRISE AGREEMENT 1997 20

Applications by the Australasian Meat Industry Employees' Union, New South Wales Branch, for approval of enterprise agreements 25

Mr S Gurney for the union with Mr P Usher  
Mr J Jones for the company

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HIS HONOUR: Can these matters be dealt with together, Mr Gurney? 30

GURNEY: Yes. 35

HIS HONOUR: Do you agree with that, Mr Jones?

JONES: Yes. 40

HIS HONOUR: Would you commence, Mr Gurney? 45

GURNEY: The applications this morning seek approval of enterprise agreements relating to a number of Inghams Enterprises sites those being sites at Castle Hill, Hoxton Park, Ingleburn, Tahmoor and Badgerys Creek. 50

The union would submit the applications and agreements as filed with the Commission are in order and in accordance with the Act and the principles as set down in the principles for approval of enterprise agreements December 1996, decision of the Full Bench, appearing in NSWIG Volume 296 at 666. 55

The union would submit in meeting those principles the parties are able to demonstrate the requirements have been met, and, in particular, the requirements in relation to the negotiation process and the requirements that the parties 55



understand the nature and effect of the agreement.

In all cases the union and the company have gone to lengths to ensure the employees on the job were aware of the issues being negotiated and in fact were happy with the outcome of the agreement.

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The process, as is a standard process, involved the negotiations for a consultative committee upon which employees had representatives. Those representatives then reported back to their fellow employees throughout the negotiation process.

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As a result of that, Mr Usher, who is the organiser involved for each of those sites, also conducted regular quarterly mass meetings of employees to address various issues and at those meetings the issue of the enterprise agreements was taken up with the employees and discussed.

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The enterprise agreement as lodged with the Commission was put to the employees at a meeting for their ratification and at each of those meetings the employees voted to accept the enterprise agreement put forward.

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We would submit in each of those cases the requirements of the principles have been met in each of those enterprises.

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The union would also submit the principles have been satisfied. There was a process to ensure sufficient information was provided to the employees and that there was an appropriate negotiation process that took place.

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We would also submit in accordance with the principles that the agreements we seek approved this morning provide no net detriment to the employees in terms of the conditions which they currently enjoy under their award.

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Attached to each of those applications is a comparison statement which has been prepared which outlines the proposed changes in association with each of the agreements compared to the current award provisions.

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We would submit in each of those cases there is no net detriment.

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I might also indicate for the Commission in each of the cases the wage rates being proposed are approximately in excess or up to \$100 per week better off under this agreement than employees would be under the award. So we would say it meets that particular test.

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The only other matter I would wish to draw to the Commission's attention is each of the agreements does not cover all employees on site. It covers the processing employees at each of those plants. There are maintenance employees at each of those plants covered by separate awards but these agreements would cover those employees who are traditionally covered by the terms of the Poultry Industry

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Preparation (State) Award.

HIS HONOUR: Speaking broadly, are the contents of each of the agreements similar or the same?

GURNEY: There are some variations between each of them, your Honour. All of them certainly cover an increase in wages, but if I could perhaps use two as an example - the Hoxton Park agreement seeks to make some variations in terms of hours of labour, conditional pay, different sick leave, plus the wage increase; whereas the Ingleburn agreement covers hours of labour, sick leave provisions, casual ratios, picnic days, the accrual of RDOs and wage increases. So there are some variations between each of the plants and those variations have come about because of the specific needs of the particular site in relation to their operations. They are all Ingham Enterprises but they do have their own particular needs that needed to be addressed in terms of the agreement.

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HIS HONOUR: What was the approval rate for the agreements?

GURNEY: Mr Usher informs me the approval was unanimous at all sites except at Hoxton Park, where it was 95 percent.



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HIS HONOUR: What is proposed about date of operation?

GURNEY: We would propose the date of operation be from the first full period on or after today's date and each of them would run for a period up to 5 August 1999.

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HIS HONOUR: You might have to check all the agreement documents to see if they have the same duration.

GURNEY: Yes, all of them have the same duration, your Honour.

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HIS HONOUR: You might look at the Castle Hill agreement, clause 17.

GURNEY: I am sorry, your Honour, that should have read the same as the others, from today's date to 5 August 1999.



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HIS HONOUR: Is that the only one, I have not checked the others.

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GURNEY: Tahmoor would have to be changed also. So I would seek to change those durations for Tahmoor and Castle Hill. It is certainly the intention of the parties those agreements would run through to 5 August 1999 in all cases as from today's date.

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JONES: I would support the submissions made by the applicant in this case.

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We also agree to the alterations to the operative dates. It was the intention of the parties that all agreements would