

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/204

TITLE: Inghams Enterprises Pty Ltd (Hoxton Park) Security Officers Agreement 1997

I.R.C. NO: 97/6091

DATE APPROVED/COMMENCEMENT: 21 November 1997 and commenced from 18 August 1997

TERM: 18 August 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Security Officers covered by the Security Industry (State) Award at the Hoxton Park Plant.

PARTIES: Inghams Enterprises Pty Ltd -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

INGHAMS ENTERPRISES PTY LTD (HOXTON PARK)
SECURITY OFFICERS AGREEMENT 1997



PREAMBLE

This agreement made this 18th day of August 1997 between Inghams Enterprises Pty Ltd, hereinafter referred to as the "Company", and the Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, 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 (Hoxton Park) Security Officers Agreement - 1997.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Parties Bound
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6. Wages & Allowances
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9. Rosters and Working Hours
10. Annual Leave
11. Sick Leave
12. Dispute Settlement Procedures
13. Not To Be Used As A Precedent
14. Duration
15. No Further Claims
16. Signatories

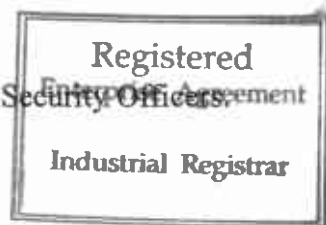
3. APPLICATION

This agreement shall apply to Inghams Enterprises Pty Ltd and its employees at the Hoxton Park Plant, covered by Security Industry (State) Award ("The Award").

4. PARTIES BOUND

This agreement shall be binding upon:

- (i) Inghams Enterprises Pty Ltd;
- (ii) Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch



(iii) All employees of the Company employed at Hoxton Park as Security Officers

5. RELATIONSHIP TO EXISTING AWARDS

This agreement shall be read and interpreted in conjunction with the Award. In the event of any inconsistency between this agreement and the Award, then this agreement shall take precedence.

6. WAGES & ALLOWANCES

6.1 As from the first pay period to commence on or after the date of this agreement the base rate for a permanent Security Officer shall be \$429.60 per 38 hour week. (ie. \$11.3052 per hour)

6.2 Employees working as part of a continuous shift roster shall be paid a standard shift allowance of 28.50% of their base rate to cover afternoon, night and weekend shift allowances provided in the Award. This allowance shall not be paid where other penalties apply. Should the shift pattern alter then the shift allowance shall be recalculated in accordance with the award.

6.3 The calculation of penalty rates for overtime and public holiday work shall be based on the rate of \$429.60 per week. (ie. \$11.3052 per hour)

6.4 The weekly rate in 6.1 and 6.2 shall be increased from \$429.60 to \$450.00 per week as from the first pay period to commence 12 months after the first increase.

7. DUTIES

Security Officers shall undertake the duties specified in the attached Job Description.

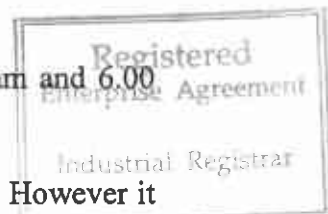
8. SAVINGS

Notwithstanding the provisions of Clause 6, permanent employees employed as at the date of making of this agreement shall be entitled to the following rates for overtime. These rates shall remain fixed and shall not be subject to adjustment for any reason.:

- Time-and-a-half rate \$20.6170 per hour
- Double-time rate \$27.4894 per hour
- Double-time and a half \$34.3618 per hour

9. ROSTERS AND WORKING HOURS

9.1 Paid rostered days off may be accumulated in any year to a maximum of twelve days and shall be taken at such times as mutually agreed between the Company and the employee. Such days may be taken in conjunction with an employee's annual leave. Any accumulated days not taken in any year shall be paid-out in December of that year and the employee's RDO bank shall be reduced accordingly.



9.2 A "Day worker" may be required to work ordinary hours between 5.00am and 6.00 pm.

9.3 The parties agree to examine the various shift roster options put forward. However it is accepted that the Company does have the right to introduce new shift rosters by giving 7 days notice to introduce new rosters in accordance with the Award

10. ANNUAL LEAVE

10.1 Annual Leave shall be taken on a rostered basis so as to ensure maximum utilisation of relief and casual security officers.

10.2 An employee proceeding on annual leave shall be paid either an annual leave loading of 20% of the employees ordinary time weekly rate as provided in clause 6 or the employees normal shift loading which ever is the greater.

10.3 Annual leave entitlements due as at the date of this agreement but not taken, shall be paid in accordance with the method applicable immediately before this agreement took effect.

11. SICK LEAVE

Employees who have in excess of 10 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 their employment and their sick leave credit shall be reduced accordingly.

12. DISPUTE SETTLEMENT PROCEDURES

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

- (i) In the first instance Employees shall discuss any grievance or dispute with their immediate supervisor.
- (ii) If no settlement of the grievance or dispute is reached at Step (i), the matter shall be discussed between the Employee/s and/or their representative and the relevant nominated Company representative.
- (iii) In the event that settlement of the matter cannot be reached at Step (ii), it shall be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996.
- (iv) While the above procedures are in progress work shall continue normally.
- (v) 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.

- (vi) 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.
- (vii) 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.



13. NOT TO BE USED AS A PRECEDENT

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

14. DURATION


This agreement shall take effect from 18th August 1997 and shall continue for a period of two (2) years. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the Industrial Relations Act 1996.

15. NO FURTHER CLAIMS

This agreement shall be in settlement of all claims against the Company and except as provided herein, during the life of this agreement, there shall be no further wage increases. Provided that in the event of the Company deciding to make security employees redundant the parties shall meet to discuss the terms of such redundancy.


16. **SIGNATORIES**

Signed for and on behalf of:
Inghams Enterprises Pty Ltd.

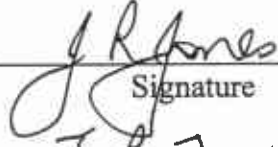


Signature
P. J. Cook

Printed Name



Witness



Signature
J R Jones

Printed Name

Australian Liquor, Hospitality
& Miscellaneous Workers Union,
Miscellaneous Workers Division,
New South Wales Branch



Signature
CHRIS RAPER

Printed Name

Witness

Signature

Printed Name

12 May 1997

JOB DESCRIPTION

INGHAMS ENTERPRISES PTY LTD

DUTIES OF SECURITY OFFICERS

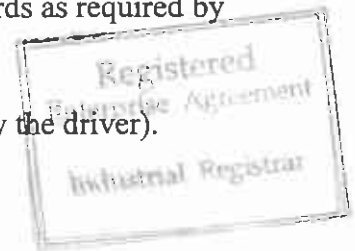


Designated Security Officers employed by Inghams Enterprises Pty Ltd shall undertake the following duties as and when required at the Plant at which they are posted.

1. To deter and detect, theft, vandalism, sabotage, fire, burglary, malicious damage, other offences and crimes against the company.
2. Where possible guard against wastage of material, power, gas and water.
3. Report to the Plant Manager any breaches or potential breaches of environmental breaches and spills etc and Safety Regulations (Occupational Health and Safety).
4. Protect life and cash against hold-ups and robbery.
Report security matters of concern to the Plant Manager.
Enforce all Security, safety and quarantine policies.
5. Control and record the entry, exit and movement of all vehicular traffic and pedestrians (All movements recorded in two separate books in accordance with company policy and O.H. & S requirements).
6. Operation of the weighbridge including weighing of vehicles, preparation of necessary weighbridge documents. Complete details in live bird movement book. Register offal movement (Offal movement book). Live bird sheets with copies for production and farming.
7. Carry out foot patrols (Company property, vehicles, personnel).
8. Paying of employees.
Safekeeping of money (COD money from drivers and associated duties).
Cash control book.
Driver payment sheet (accounts payable).
9. Perform escort duties.
10. Perform vehicle and bag checks as required by the company.
11. Maintain in a clean and tidy manner the gatehouse and it's immediate area including gardens and lawns.
12. Control the receipt and issue of keys in accordance with the company's requirements (key book).

13. Maintain correctly and neatly all such documents, books and records as required by the company which may include:

the weight of offal truck (also inspect for any leaks and notify the driver).
product being returned (Goods returned book).
the consumption of diesel and petrol (Fuel book).
the consumption of water/gas (usage sheet).
the issue of milk to employees (milk sheet).
after hours working of staff (After hours attendance sheet).
environmental complaints (Environmental folder).



14. Attend to First Aid (Gatehouse is the First Aid Centre out of hours).
15. The collection and issue of mail.
16. Responded to alarms including environmental, irrigation, refrigeration and plant and advise nominated personnel as required. Undertake corrective action as directed.
17. Quarantine inspections and crate checks.
18. Monitoring of temperatures as required.
19. Contact with KFC and managers regarding orders.
20. Other related security officer duties as directed.
21. Fan checks - live birds.
22. Night shift - security patrol & report.
23. Sunday retrieval and issue of 'bundy-cards'.
24. Fire extinguisher audits and fire audit and drill
25. Open/close factory and turn on/off boiler, water pumps, air compressor and other machinery as required and ensure premises are secured.
26. Issue uniforms after hours as required.
27. Answer telephones and take messages as required.
28. Arrange casual factory staff after hours.

NOTES

Items 6, 8, part of 16, 17, 19, and 23 currently only apply at Hoxton Park

Items 18, 25, 26, 28 and part of 16 currently only apply at Ingleburn.