REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO:

EA99/71

TITLE:

Inghams Enterprises Pty Ltd (Cardiff) Security Officers Enterprise

Agreement 1998

I.R.C. NO:

98/5661

DATE APPROVED/COMMENCEMENT:

18 December 1998 Registered Enterprise Agreement

Industrial Registrar

TERM:

1 July 2000

NEW AGREEMENT OR

VARIATION:

New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

COVERAGE/DESCRIPTION OF

EMPLOYEES:

All employees of the Company engaged as Security Guards at the Cardiff

Enterprise Agretate

Plant

Inghams Enterprises Pty Ltd -&- Peter Donald Farley, Garry Mark Helmers,

Benjamin Kear McMahon

INGHAMS ENTERPRISES PTY LTD (CARDIFF) SECURITY OFFICERS AGREEMENT 1998

PREAMBLE

This Agreement made 1st day of July 1998 between Inghams Enterprises Pty Ltd, (hereinafter referred to as the "Company"), and Employees of the Company employed at Cardiff as Security Guards ("The Employees") records that it is mutually agreed as follows:

1. TITLE

This Agreement shall be known as the Inghams Enterprises Pty Ltd (Cardiff) Security Officers Agreement - 1998.

2. ARRANGEMENT

- Title 1.
- 2 Arrangement
- 3. Application
- Parties Bound 4.
- 5. Relationship to Existing Awards
- 6. Wages and Allowances
- 7. **Duties**
- 8. Savings
- 9. Rosters and Working Hours
- Annual Leave 10.
- 11. Sick Leave
- 12. Dispute Settlement Procedures
- 13. Not to be used as a Precedent
- 14 Duration
- No Further Claims
- Signatories 16. Annexure - Job Description

Registered Enterprise Agreement Industrial Registrar

3... **APPLICATION**

This Agreement shall apply to Inghams Enterprises Pty Ltd and it employees at the Cardiff Plant, covered by the Security Industry (State) Award ("The Award").

PARTIES BOUND

This Agreement shall be binding upon:

- Inghams Enterprises Pty Ltd; 4.1
- All employees of the Company employed at Cardiff as Security Officers. 4.2

5. RELATIONSHIP TO EXISTING AWARD

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 AND 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 (i.e. \$11.3052 per hour).
- 6.2 Employees working as part of a continuous roster shall be paid a standard allowance of 11% of their base rate to cover "span loadings ordinary time work" provided in Clause 20 of the Award. This allowance shall not be paid where other penalties apply. Should the roster pattern alter then the "span loading" 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 (i.e. \$11.3052 per hour).
- 6.4 The weekly rate in (1) and (3) above shall be increased from \$429.60 to \$450.00 per week (i.e. \$11.8421 per hour) as from the first pay period after 1 January 1999.

7. **DUTIES**

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

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8. SAVINGS

Notwithstanding the provisions of Clause 6, permanent distributions 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

\$17.94 per hour

Enterprise Agreement

Double-time rate

\$23.92 per hour

Double-time-and-a-half rate

\$29.90 per hour

ROSTERS AND WORKING HOURS 9.

- Paid rostered days off may be accumulated in any year to a maximum of 9.1 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.
- The parties agree to examine the various shift roster options put forward 9.2 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.

ANNUAL LEAVE 10.

- Annual Leave shall be taken on a rostered basis so as to ensure maximum 10.1 utilisation of relief and casual security officers.
- An employee proceeding on annual leave shall be paid either an annual leave 10.2 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.
- 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.

SICK LEAVE 11.

Registered Registerement Registerement Employees who have in excess of 10 days sick leave of the may request payout of the amount in excess of the 10 days. Such payment shall be made on the anniversary of their employment and their sickoleave credit shall be reduced accordingly.

DISPUTE SETTLEMENT PROCEDURES 12

- Any grievance or dispute affecting the working conditions of employees or any other industrial matter shall be dealt with in the following manner:
 - In the first instance Employees shall discuss any grievance or dispute (1) with their immediate supervisor.
 - If no settlement of the grievance or dispute is reached at Step (1), the (2)matter shall be discussed between the Employee/s and/or their representative and the relevant nominated Company representative.
 - (3)In the event that settlement of the matter cannot be reached at Step (2). it shall be notified to the Industrial Relations Commission in accordance with the Industrial Relations Act 1996

- (4) While the above procedures are in progress work shall continue normally.
- (5) 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.
- (6) Any Order of the Industrial Relations Commission (subject to the parties right or appeal under the Act) will be final and binding on all parties to the dispute.
- (7) 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 me 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 1 July 1998 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.

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15. NO FURTHER CLAIMS

This Agreement shall be in settlement of all claims against the Osciplany 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.

Enterprise Agreement

16. SIGNATORIES	\bigcirc	
Signed for and on behalf of Inghams Enterprises Pty Lt	ANT MANAGER	(Signature) (Printed Name) (Title)
In the presence of:	DEBORAH CHARLTON	
Signed for and on behalf of Employees at: Inghams Enterprises Pty Lt	11/1	
	BEN MCMAHON	(Signature) (Printed Name)
*	P. FARLEY	(Signature) istered Enterprise Agreement (Printed Name) Industrial Registrar

Date: 12.10.98

JOB DESCRIPTION

INGHAMS ENTERPRISES PTY LTD

DUTIES OF SECURITY OFFICERS - CARDIFF

Designated Security Officers employed by Inghams Enterprises Pty Ltd - Cardiff, shall undertake the following duties as and when required.

- To deter and detect, theft, vandalism, sabotage, fire, burglary, malicious damage, other 1_ offences and crimes against the company.
- Where possible guard against wastage of material, power, gas and water 2.
- Report to the Plant Manager any breaches or potential breaches of environmental breaches 3 and spills etc and Safety Regulations (Occupational Health and Safety).
- Report security matters of concern to the Plant Manager. 4.
 - Protect life and cash against hold-ups and robbery.
 - Enforce all security, safety and quarantine policies.
 - Ensure no use of photographic equipment without the Plant Managers approval
- Control the receipt and issue of keys in accordance with the company's requirements (key 5 book) and endeavour to recover any missing keys. Afternoon Roster:
 - Lock gates, gatehouse, general office, store and No.3 Chiller and Pricing Rooms.
 - Turn off all lighting off except Blue or Red rooms and inside chillers and freezers and where night shift fitter and cleaners are working.
 - Ensure gates are open at 18.30hrs for pick up staff and 2215 for Cleaners. Sign No. 1 key to Leading Hand.

Night Roster:

- Distribute keys to Dock staff (No. 1) Leading Hand (No. 9) and Day Cleaner (No. 9).
- Open car park and change rooms at agreed times.
- Control and record the entry, exit and movement of all vehicular traffic and pedestrians. 6 (All movements recorded in two separate books in accordance with company policy and O.H. & S requirements). Any drivers with children must remain yellicles at all times.
- Entry of visitors as per the following: 7
- Industrial Registrar they a) Company Representative: Notify the correct person and ascertain
 - b) Visitor to Plant: No entry without approval then enter details in visitor book, allocate a visitors ID tag, inform visitor of rules and provide directions.
 - Visitor for an employee: Telephone factory office on ICM 29, inform them of request and follows their instructions.

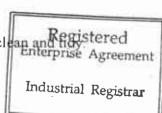
Ensure that all visitors wear appropriate footwear - No thongs.

- Weighbridge Operation: Carry out all required duties including weighing of vehicles, preparation of necessary weighbridge documents. Record number of supplier pet mince on weighbridge dockets. Complete details in live bird movement book. Register offal movement (Offal movement book). Live bird sheets with copies for production and farming. Check, count and record all M.T. crates, pallets and returns
- 9. Perform quarantine inspections.
- 10. Monitor temperature of chillers and freezers as required.
- 11. Perform fan checks for live birds.
- 12. Maintain correctly and neatly all such documents, books and records as required by the company which may include:
 - the weight 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).
- 13. Carry out foot patrols (Company property, vehicles, personnel) as required, except day span unless previously directed. See attached schedule of duties for patrols.
- 14. Safekeep all monies (COD money from drivers and associated duties).

 Complete cash control book. Check and sign cashbook when cashier calls.

 Complete driver payment sheet (accounts payable)

 Record all employee absentee calls and pass on to department concerned.
- 15. Perform vehicle and bag checks as required by the company. Check all local sales and staff purchases and sign docket.
- 16. Keep gatehouse and the immediate area including gardens and lawns clean an
- 17 Perform escort duties as required.
- 18. Collect and ensure distribution of mail/courier items.
- 19. Respond to alarms including environmental, irrigation, refrigeration and plant and advise nominated personnel as required. Undertake corrective action as directed.
- Other related security officer duties as directed.
- 21. Night roster security patrol & report.



- Saturday Patrol plant every half hour. 22. Open gates for pre-arranged visitors/staff/Contractors Sunday retrieval and issue of 'bundy-cards'.
- Perform fire extinguisher audits and fire audit and drill. 23.
- Open/close factory and turn on/off boiler, water pumps, air compressor and other 24. machinery as required and ensure premises are secured.
- Issue uniforms after hours as required. 25.
- Answer telephones and take messages as required. Enterprise Agreement 26.
- Contact on call staff when back dock staff do not arrivedustrial Registrar 27.

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PATROL DUTIES

All Rosters except Day Roster:

- 1. Lock gatehouse.
- 2. Check and lock all gates.
- 3. Check fence line, if any problems, investigate and fix if possible.
- 4. Check general office and store, lock if necessary, Put out all lights, leave one set on in store.
- 5. Check and lock if necessary chiller and freezer doors, also freezer door over WOG motor.
- 6. Check maintenance workshop and yardman's shed.
- 7. Check quality control office.
- 8. Check boiler house, fitters tool store, tyre store, fitters workshop and crib room.
- 9. Check water sumps and yard.
- 10. Check trucks are all in order.
- 11. Check chiller door near Glycol tanks and close the fire door over chiller door.
- 12. Check fire door between loading dock and factory is locked (Weekends only).
- 13. Check No. 3 Chiller, lock Chiller if product has been left in over weekend.
- 14. Turn out all unnecessary lighting.
- 15. Check office and crib room in factory.
- 16. Check first-aid room, ladies and men change rooms and turn lightsuswial Registrar
- 17. Check canteen and turn out lights.
- 18. Check pet-food plant and turn lights out.

