

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/146

**TITLE: Inghams Enterprises (Tahmoor) and the Australian Liquor
Hospitality and Miscellaneous Workers Union, Miscellaneous Workers
Division Enterprise Agreement 2001**

I.R.C. NO: 2002/1679

DATE APPROVED/COMMENCEMENT: 19 April 2002

TERM: 5 November 2003

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 10 May 2002


DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Inghams Enterprises Pty Ltd (Tahmoor) processing plant located at Rockford Road, Tahmoor, New South Wales, only in respect to its employees covered by the Security Industry (State) Award

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

	INGHAMS ENTERPRISES PTY LTD	FILED NSW-TAH-SECURITY-EBA - 25 Mar 2002 Draft Issue Date 16/01/02
	ENTERPRISE AGREEMENT	OFFICE OF THE INDUSTRIAL REGISTRAR Revision No.
	TAHMOOR SECURITY OFFICERS	Authorised by: N.E. This Issue Date: 16/01/02 PAGE 1 OF 16

INGHAMS ENTERPRISES

AND

**THE AUSTRALIAN LIQUOR,
 HOSPITALITY &
 MISCELLANEOUS WORKERS'
 UNION, MISCELLANEOUS
 WORKERS DIVISION
 NEW SOUTH WALES BRANCH**

ENTERPRISE AGREEMENT

2001



Approved
W. Blaylock
19/4/02

**INGHAMS ENTERPRISES
(TAHMOOR)
AND
THE AUSTRALIAN LIQUOR HOSPITALITY AND MISCELLANOUS WORKERS UNION,
MISCELLANOUS DIVISION UNION
NEW SOUTH WALES BRANCH**

ENTERPRISE AGREEMENT - 2001

PREAMBLE

This agreement made the 5th day of November 2001 between Inghams Enterprises Pty Ltd (hereinafter referred to as the 'Company') and The Australian Liquor Hospitality and 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 (Tahmoor) and the Australian Liquor Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division Enterprise Agreement 2001.

2. ARRANGEMENT

1. Title
2. Arrangement
3. Application
4. Parties Bound
5. Relationship to Existing Award
6. Introduction
7. Objective
8. Sick Leave
9. Annual Leave
10. Union Deductions
11. Duties
12. Hours Of Work & Rosters
13. Consultation
14. Disputes Procedure
15. Grievance Procedure
16. Annual Performance Assessments
17. Wage & Allowances
18. Duration
19. Abandonment of Employment
20. No Further Claims
21. Redundancy
22. Conditions for Life of this Agreement
23. Signatories

Attachment I	Duties as laid out in 'Position Description'
Attachment II	Inghams 'NSW Position Description and Performance Appraisal Module'



3. APPLICATION

This agreement shall apply at the Inghams Enterprises Pty Ltd Tahmoor processing plant located at Rockford Road, Tahmoor, New South Wales, only in respect to its employee covered by the Security Industry (New South Wales) Award.

4. PARTIES BOUND

This agreement shall be binding upon:

- (a) Inghams Enterprises Pty Ltd;
- (b) The Australian Liquor, Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division New South Wales Branch.
- (c) All employees of the Company covered by the Award working at the Tahmoor plant.

5. RELATIONSHIP TO EXISTING AWARD

This agreement shall be read and interpreted in conjunction with the Security Industry (New South Wales) Award 1996 (IRC no 21023 of 1993) but in the event of any inconsistency between this agreement and the above award, 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 ALHMWU at the various Company plants covered by 'Security Officers', in New South Wales with the general objectives of:

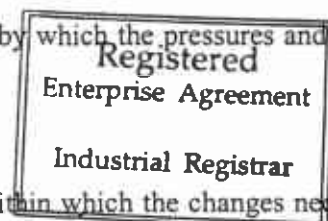
- Improving the productivity, efficiency and flexibility of the enterprise through the effective implementation of agreed measures, which would significantly increase the competitiveness of the Company and offer secure and worthwhile employment for its employees.
- Developing an environment of continuous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

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.

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 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.

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 on the anniversary of their employment and their such leave credit shall be reduced accordingly.



9. **ANNUAL 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.

- (a) Annual Leave shall be taken on a rostered basis so as to ensure maximum utilisation of relief and casual security officers.
- (b) 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 17' or the employees normal shift loading which ever is the greater.

10. **UNION DEDUCTIONS**

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 Australian Liquor Hospitality & Miscellaneous Workers Union, Miscellaneous Workers Division New South Wales. Such monies collected shall be forwarded to the union in the month following collection, together with all necessary information to enable

11. **DUTIES**

Security Officers shall undertake duties specified in the attached 'Job Description' (Attachment I) and the 'Site Security Manual'.

12. **HOURS OF WORK AND ROSTERS**

- (a) 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 employee's RDO bank shall be reduced accordingly.
- (b) 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.

13. **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.



14. 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.

15. 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.



16. ANNUAL PERFORMANCE ASSESSMENTS

Security Officers will undertake annual 'Performance Appraisals' as set out in the Inghams NSW 'Performance Appraisal' Module (Attachment II)

This appraisal will be completed by the immediate supervisor normally the 'Site Training Officer'.

17. WAGES & ALLOWANCES

- a) As from the first pay period to commence on or after 5 November 2001 the base rate for a permanent Security Officer shall be \$497.12 per 38 hour week. (\$13.0882 per hour)
- b) Employees working 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.
- c) The calculation of penalty rates for overtime and public holiday work shall be based on the rate of \$497.12 per week. (ie. \$13.0882 per hour)
- d) The weekly rate in 17(a) and 17(c) shall be increased from \$497.12 to \$517.00 per week as from the first pay period to commence on or after 5 November 2002 (\$ 13.6052 an hour).
- e) Notwithstanding the provisions of Clause 17 a),b),c),d), permanent employees employed, as at the date of making of (The 1997) agreement shall be entitled to the following rates for overtime. (These rates shall remain fixed and shall not be subject to adjustment until such time the overtime rates calculated on the new base rate exceeds the amount stipulated below).
 - ◆ Time and a-half rate \$20.6170 per hour
 - ◆ Double time rate \$27.4894 per hour
 - ◆ Double time and a half rate \$34.3618 per hour
- f) First Aid Allowance will increase to \$11.54

18. DURATION

This agreement shall take effect from the date it is approved by the Industrial Relations Commission, and shall remain in force until 5th November 2003. Thereafter the terms of this agreement shall remain in force in accordance with the provisions of the *Industrial Relations Act 1996*.

19. 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.



20. **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.

21. **REDUNDANCY**

(a) Discussions Before Termination

- (i) 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 is 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, 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:

<u>Period of Continuous Service</u>	<u>Severance Pay</u>
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 28 (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 28 (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 28 (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.

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Enterprise Agreement
Industrial Registrar

(k) Relocation

In the circumstances described in clause 21, the Company reserves the right to offer employees alternate employment at other Inghams' locations. Where the transfer to another Inghams' facility would cause severe hardship, a full time employee shall be entitled upon termination of employment to the severance payment provided in this clause. "Severe Hardship" for the purposes of this clause shall mean where the radial distance to the new work site, measured from the employees home, is at least an additional 10 kilometres over the distance from the employee's home to the Hoxton Park site.

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:

- (i) 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.
- (ii) 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

Where an employee who has been provided with written notice of termination of employment 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.

22. CONDITIONS FOR LIFE OF THIS AGREEMENT

For the life of this agreement 'Contract Security Officers' will not replace a current permanent employee unless a current Security Officer retires, resigns, is dismissed, dies or is made redundant.



23. SIGNATORIES

Signed for an on behalf of:

Inghams Enterprises Pty Ltd



In the presence of

Dated this 15 day of FEBRUARY 2002

The Australian Liquor Hospitality &
Miscellaneous Workers Union
New South Wales Branch




In the presence of

Dated this 15th day of FEBRUARY 2002

*Approved
Atley LS
19 April 2002*



ATTACHMENT I

	INGHAM ENTERPRISES PTY LTD	POS DESC FORM 1
	STANDARD OPERATING PROCEDURE	AUTHOR: LC NSW ISSUE: 01 SEPT 00
NSW	POSITION DESCRIPTIONS	PAGE 12 OF 15

POSITION DESCRIPTION FORM

POSITION: Security Guard (Tahmoor)

REPORTS TO: Loss Control Manager, NSW

INCUMBENT:

DATE: 16/01/02

POSITION CHARTER – Purpose & Scope of Position

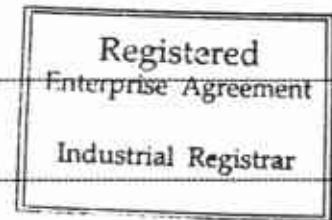
The Purpose of the 'Security Officer Position' is to detect and deter theft, vandalism, sabotage, fire, burglary, malicious damage, other offences and crimes against the company.

A. Customer Service / Relationships (Internal & External Customers)

1. Liase with all relevant internal & external personnel & site management
2. Liase with and utilise assistance from the 'Contract Security Service' internal, external patrols and other agreed security operations.

B. Output

1. After relevant training, operate weighbridge systems.
2. 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.
3. 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.
4. Carry out foot patrols (Company property, vehicles, personnel).
5. Perform escort duties.
6. Perform vehicle and bag checks as required by the company.
7. Maintain in a clean and tidy manner the gatehouse and it's immediate area.




-
8. Control the receipt and issue of keys in accordance with the company's requirements (key book).

 9. The collection and issue of mail

 10. Responded to alarms including environmental, irrigation, refrigeration and plant and advise nominated personnel as required. Undertake corrective action as directed
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Industrial Registrar**

ATTACHMENT I

	INGHAM ENTERPRISES PTY LTD	POS DESC FORM 1
	STANDARD OPERATING PROCEDURE	AUTHOR: LC NSW ISSUE: 01 SEPT 00
NSW	POSITION DESCRIPTIONS	PAGE 14 OF 15

POSITION DESCRIPTION FORM

POSITION: Security Guard (Tahmoor)

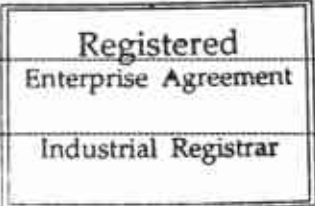
REPORTS TO: Loss Control Manager, NSW

INCUMBENT:

DATE: 16/01/02

B. Output


11. Respond to alarms including environmental, irrigation, refrigeration and plant and advise nominated personnel as required. Undertake corrective action as directed
12. Quarantine inspections and crate checks
13. Monitoring of temperatures as required
14. Other related security officer duties as directed and laid out in the 'Site Security Manual'.
15. Fan checks - live birds
16. Night shift - security patrol & report
17. Sunday retrieval and issue of 'bundy-cards'
18. Open/close factory and turn on/off boiler, water pumps, air compressor and other machinery as required and ensure premises are secured
19. Issue uniforms after hours as required
20. Answer telephones and take messages as required
21. Arrange casual factory staff after hours
22. Inspect trailers of live birds being returned to the plant for any welfare issues.



C. Cost/Profit Contribution

1. Report any identified wastage of material, power and gas, turn off unused lighting.

ATTACHMENT I

	INGHAM ENTERPRISES PTY LTD	POS DESC FORM 1
	STANDARD OPERATING PROCEDURE	AUTHOR: LC NSW ISSUE: 01 SEPT 00
NSW	POSITION DESCRIPTIONS	PAGE 15 OF 15

POSITION DESCRIPTION FORM

POSITION: Security Guard (Tahmoor)

REPORTS TO: Loss Control Manager, NSW

INCUMBENT: _____

DATE: 16/01/02

D. Quality and Continuous Improvement

1. 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).
 - ◆ after hours working of staff (After hours attendance sheet).
 - ◆ environmental complaints (Environmental folder)

E. Environmental Compliance

1. Report to the Plant Manager/Engineering any breaches or potential breaches of environmental emissions and spills.

F. Contribution to Occupational Health & Safety / HACCP Performance

1. 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).
2. Attend to First Aid (Gatehouse is the First Aid Centre out of hours)
3. Fire extinguisher audits and fire audit and drill
4. Report to the Site Manager/Engineer any observed 'risk or hazard' that could injure yourself or another person as soon as possible.

G. Position Innovation


1. Communicate any observation or irregularity that could improve security on the site.

H. Strategic Planning

1. Leading hand or his/her deputy to generate 'Security Officer' roster and CC to site 'Training Officer'.



ATTACHMENT I

	INGHAM ENTERPRISES PTY LTD	POS DESC FORM 1
	STANDARD OPERATING PROCEDURE	AUTHOR: LC NSW ISSUE: 01 SEPT 00
NSW	POSITION DESCRIPTIONS	PAGE 16 OF 15

POSITION DESCRIPTION FORM

POSITION: Security Guard (Tahmoor)

REPORTS TO: Loss Control Manager, NSW

INCUMBENT:

DATE: 16/01/02

I. Teamwork Skills

1. Communicate and liaise with the site management team.

J. Personal Skills

1. Ability to communicate and problem solve.

K. Position Technical & Academic Requirements

Qualified – licensed security officer under the 'NSW Police Licensing Registry regulations

L. Position Experience

1. Experience in weighbridge and general site security.

Note: Output items 14 & 23 - Contribution to OHS/HACCP

Manager Supervisors Signature: TYPE IN NAME HERE		/ /
Employees Signature: TYPE IN NAME HERE		/ /

