

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/157

TITLE: Arnott's Biscuits (Huntingwood) Security Employees Enterprise Agreement 1998

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 5 May 1999

TERM: 14 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 7

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all security officers employed at the Huntingwood plant

PARTIES: Arnott's Biscuits Limited -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

Registered Enterprise Agreement Industrial Registrar
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**An Enterprise Agreement made
pursuant to the
N.S.W Industrial Relations Act 1996**

**Between
Arnott's Biscuits Limited
And
The Liquor, Hospitality and
Miscellaneous Workers Union**



1. TITLE

This Agreement shall be known as the Arnott's Biscuits (Huntingwood) Security Employees Enterprise Agreement 1998.

2. ARRANGEMENT

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3. PARTIES BOUND

This Agreement shall be binding on Arnott's Biscuits Limited (the Company) and the Liquor, Hospitality and Miscellaneous Workers Union (the Union).

4. DEFINITIONS

Definitions relevant to this Agreement:

- (i) Security Officer as referred to in this Agreement are those employees covered by this Agreement and responsible for the 24 hour security of the Huntingwood Manufacturing site and the Huntingwood Customer Services site.
- (ii) Manufacturing site referred to in this document is the Arnott's Biscuits, Huntingwood manufacturing plant and its grounds in their entirety
- (iii) Customer Services Centre as referred to in this document is the Arnott's Biscuits, Huntingwood warehouse facility and grounds in their entirety
- (iv) Salary is the remuneration structure based on an annualised salary inclusive of all allowances
- (v) Team refers to the Arnott's Biscuits Limited, Huntingwood Security Officers team.

- (vi) The Rostering Officer shall be the nominated company representative who from time to time will be responsible for rostering duties.
- (vii) The term Year shall mean the Company financial year beginning August 1st through to July 31st.

5. COVERAGE

This agreement covers Security Officers working at the Arnott's Biscuits Limited, Huntingwood Manufacturing Facility and Customer Services Centre

6. TERM OF AGREEMENT

The Agreement shall come into force from the date of registration and shall expire on 31 July 2000

7. NO EXTRA CLAIMS

It is a term of this Agreement that there be no extra claims during the life of this Agreement.

8. RELATIONSHIP TO AWARD

This Agreement shall be read in conjunction with the Security Industry (State) Award (the Award). Where there is an inconsistency between this Agreement and the Award, this Agreement shall prevail to the extent of any inconsistency.

9. CLASSIFICATION AND RATE OF PAY

All employees to have the title of Security Officer and annual salary.

The annual salary of a Security Officer shall be;
\$ 41,200 p.a.

This rate will be paid on a weekly basis and shall apply from the date of registration of this Agreement and be backdated to 1st August 1998.

From 1 August 1999, a Security Officer employed under this Agreement shall be paid;
\$ 42, 024 p.a.

10. HOURS OF WORK

The parties recognise the critical role that security plays in protecting the site. The security team must be able to provide security services to the entire Huntingwood site (Manufacturing and Customer Service Centre) 24 hours per day, seven days per week, every day of the year.



- (i) An employee will be required to work ordinary hours of 38 per week plus additional 4 hours overtime every week. These hours will be worked on a rotating shift basis.
- (ii) Each shift shall be a maximum of 12 hours, although due to exceptional circumstances an employee may be required to work additional hours where necessary.
- (iii) Employees will not be required to work more than 60 hours in any seven day period
- (iv) Notwithstanding sub-clause(ii) and (iii), an employee may be required to work an additional 4 shifts per year without any additional pay
- (v) These additional shifts will not form part of the normal rostered shifts but are designed and in place to cover absenteeism and / or other special operational requirements.
- (vi) The security team is encouraged to be a self-directed work team; team members are expected to be flexible in ensuring that the site security requirements are met. Where an employee works in excess of the four shifts detailed in sub-clause (iv), any subsequent shifts worked by that employee will have the time accrued on a time off in lieu basis. The taking of such time in lieu will be subject to site coverage requirements and must fit within the restraints of the roster.

As part of being a self directed team employees might come to individual arrangements whereby they are able to exchange rostered shifts with another team member's rostered shifts. Where such an exchange occurs, the employee shall notify the roster officer and communicate to the team that the change has taken place. The exchange of shifts requires employees to give regard to the OH&S requirements of the site and all shift exchanges shall be subject to sub-clauses (ii) & (iii) of this clause.

11. ANNUAL LEAVE

Each employee shall be entitled to 190 hours of annual leave for every completed year of service. All annual leave must be reported to the Roster Officer for inclusion in the roster.

As part of being a self directed work team all employees are required to organise annual leave themselves, this includes all relief duties to cover the annual leave absence.

Entitlements regarding the provision of annual leave shall be in accordance with the NSW Annual Holidays Act 1944; annual leave loading is incorporated into the salary as indicated in Clause 7 **Classification and Rate of Pay.**

12. LONG SERVICE LEAVE

Employee entitlements to Long Service Leave will be determined in accordance with the NSW Long Service Leave Act 1955 .



13. SICK LEAVE

An employee who is unable to attend work due to illness or injury shall be entitled to sick leave.

- (i) There is no restriction to the amount of sick leave available to an employee where it is genuine.
- (ii) A medical certificate will be required to be produced where an employee claims sick days relating to any absence exceeding two consecutive days.
- (iii) A medical certificate will be required to be produced where an employee claims sick day /s immediately prior to or following a Public Holiday
- (iv) If sick leave cannot be successfully managed within the team, then the individual case / cases may be addressed by management.

14. PUBLIC HOLIDAYS

The site requires 24 hour security and as such all Public Holidays shall be worked according to the roster.

The days on which the following days fall will be observed as Public Holidays:

New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; Union Day or any other gazetted Public Holiday.

15. RENEGOTIATION OF THE AGREEMENT

The parties undertake to recommence negotiations for renewal of this agreement at least 3 months prior to its expiry 31st July 2000.

16. DISPUTES AND GRIEVANCE PROCEDURE

The parties wish to eliminate disputes and grievances from the workplace:

- (i) Should any matter arise which gives cause for concern to an employee, the employee should raise the matter with the Services Manager.
- (ii) If the matter is still unresolved it shall be referred to the NSW Human Resources Manager, Operations who may either deal with the matter or refer it to senior management. At any stage employees may refer the matter to their local Union Organiser.
- (iii) If the parties are not satisfied with the outcome the dispute may be referred to the Industrial Relations Commission of NSW for resolution
- (iii) While each of these step are occurring normal work shall continue.

17. TERMINATION OF EMPLOYMENT

A permanent employee may be terminated in the following ways:



- (i) In cases of serious or willful misconduct the company may, at its discretion, elect to terminate the employment of the employee without notice. In these cases all entitlements shall be paid up to and including the day of termination only.
- (ii) The company may terminate the employment of the employee by the giving of payment in lieu of one month's salary.
- (iii) Where the employee elects to terminate his or her employment the employee is required to give the Company one month's notice of intention to terminate employment or forfeit one month's salary in lieu of notice.

18. SUPERANNUATION

The company shall pay into the Campbell Arnott's Superannuation Fund Plan the prevailing superannuation guarantee charge rate applicable from time to time.

19. TRAINING

The Learning Centre has been established to encourage the development of employees to satisfy company needs and individual expectations of career paths.

The Learning Centre provides access to training and development via a combination of self paced learning, internal and external activities. Access to the Learning Centre for self paced activities is during non work hours and all scheduled training may be attended in non rostered work hours.

20. OCCUPATIONAL HEALTH AND SAFETY

All managers and employees appreciate the need to maintain and continually improve the standards of safety within the site/s



This requires that all managers and employees are to:

- (i) Abide by the provisions of the relevant OH&S Act and to the Company policy and procedures with regard to the wearing of protective clothing and safety equipment
- (ii) To be responsible for their own safety and the safety of others
- (iii) Maintain all work areas in a clean safe condition
- (iv) To maintain the appropriate current First Aid Qualifications as required by the Company.

21. EQUAL EMPLOYMENT OPPORTUNITIES

Arnott's is committed to providing an environment that promotes equal employment opportunities.

Employees and applicants for employment will be assessed purely on the basis of merit according to their skills, qualifications, abilities and aptitudes.

Signing of the Agreement

Signed for and on behalf of
Arnotts's Biscuits Ltd



Tony Martin – Human Resources Manager

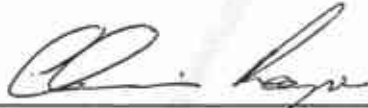
24/12/98

Date



Witness

Signed for and on behalf of
The Liquor, Hospitality & Miscellaneous Workers Union



Chis Raper – Branch Secretary

24/12/98

Date



Witness

