

REGISTER OF

ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA03/28

TITLE: Arnott's Biscuits Limited Huntingwood (Manufacturing Stream) Enterprise Agreement 2003

I.R.C. NO: IRC3/313

DATE APPROVED/COMMENCEMENT: 12 February 2003

TERM: 20

NEW AGREEMENT OR VARIATION: Replaces EA01/208

GAZETTAL REFERENCE: 14 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 77

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of Arnott's Biscuits Limited, at the Huntingwood Manufacturing Facility in production, packaging and maintenance, who fall within the coverage of the following awards: Biscuit and Cake Makers (State) Award; Electricians, &c. (State) Award; Metal, Engineering and Associated Industries (State) Award; Storemen and Packers, General (State) Award and the Security Industry (State) Award

PARTIES: Arnott's Biscuits Limited -&- the National Union of Workers, New South Wales Branch

ARNOTT'S BISCUITS LIMITED HUNTINGWOOD (MANUFACTURING STREAM) ENTERPRISE AGREEMENT 2003

Table of Contents

PREAMBLE AND EXPLANATION OF AGREEMENT

SECTION A - "THE MANUFACTURING FACILITY AGREEMENT"

Principles

- 1 Commitment to Quality
- 2 Good Manufacturing Practice / Dress Code
- 3 Teams
- 4 Line Leaders
- 5 Role Flexibility
- 6 Coverage
- 8 Competitive Benchmarking / Continuous Improvement

Quality of People

- 9 The Huntingwood Workforce
- 10 Recruitment
- 11 Probationary Period
- 12 Performance Appraisals
- 13 Roles - Levels
- 14 Career paths and training
- 15 Assessment
- 16 Progression
- 17 Roles - Requirements
- 18 Salaries
- 19 Pay Scale
- 20 Temporary Upgrades
- 21 Superannuation

Quality of Working Environment

- 22 Occupational Health and Safety
- 23 Arnott's Environmental Policy
- 24 Cafeteria / Tea Rooms
- 25 Car Parking
- 26 Lockers and Showers
- 27 Occupational Health
- 28 Security
- 29 Learning Centre
- 30 Tools & Equipment

Quality of Working Life

- 31 Employee Involvement
- 32 Consultative Arrangements
- 33 Communication
- 34 Equal Employment Opportunity

The Formalities

- 35 Title
- 36 Parties
- 37 Coverage
- 38 Term of Agreement
- 39 Not to be used as a Precedent
- 40 No Extra Claims
- 41 Terms of Engagement
- 42 Hours of Work
- 43 Excess Hours Compensation
- 44 The Shifts
- 45 Continuous Running
- 46 Meal Breaks / Rest Periods
- 47 Public Holidays
- 48 Annual Leave
- 49 Long Service Leave
- 50 Sick Leave I Special Leave
- 51 Parental Leave
- 52 Jury Service
- 53 Termination of Employment
- 54 Disciplinary Procedure
- 55 Conflict Resolution
- 56 Redundancy Agreement
- 57 Bargaining Agents Fee

SECTION B - "THE LOGISTICS FACILITY AGREEMENT"

A Shared Vision for Huntingwood Logistics
"A Partnership for the Future"

Part One: Logistics Facility Operations

- 1.1 Commitment to Quafity
- 1.2 Commitment to Flexibility
- 1.3 Commitment to Communicate

Part Two: Employment And Development Of People

- 2.1 Commitment to Recruitment
- 2.2 Commitment to Development
- 2.3 Commitment to Presentation
- 2.4 Probationary Period
- 2.5 Roles and Remuneration
- 2.6 Career Paths and Training
- 2.7 Assessment
- 2.8 Progression
- 2.9 Employee Involvement
- 2.10 Equal Employment Opportunity

Part Three: Logistics Facility Working Environment

- 3.1 Occupational Health And Safety
- 3.2 Arnott's Environmental Policy
- 3.3 Commitment to Fellow Workers
- 3.4 Cafeteria/Tea Rooms
- 3.5 Car Parking
- 3.6 Lockers and Showers
- 3.7 Security
- 3.8 Tools and Equipment

Part Four: Enterprise Agreement Formalities

- 4.1 Title
 - 4.2 Definitions
 - 4.3 Parties
 - 4.4 Coverage
 - 4.5 Term of Agreement
 - 4.6 Not to be Used as a Precedent
 - 4.7 No Extra Claims
 - 4.8 Previous Conditions of Employment
 - 4.9 Commitment to Negotiate Annualised Salary
 - 4.10 Terms of Engagement
 - 4.11 Termination of Employment
 - 4.12 Public Holidays and Sundays
 - 4.13 Annual Leave and Annual Leave Loading
 - 4.14 Long Service Leave
 - 4.15 Sick Leave
 - 4.16 Personal/Carer's Leave
 - 4.17 Payment of Wages and Allowances
 - 4.18 Hours of Work
 - 4.19 Overtime
 - 4.20 Bereavement Leave
 - 4.21 Allowances
 - 4.22 Right of Entry for Union Officials
 - 4.23 Parental Leave
 - 4.24 Jury Service
 - 4.25 Disciplinary Procedure
 - 4.26 Conflict Resolution
 - 4.27 Relationship to Parent Award
- Appendix "A" to Section B

SECTION C - "THE SECURITY EMPLOYEES AGREEMENT"

A Application and Operation of Agreement

- 1 Title
- 2 Arrangement
- 3 Parties
- 4 Definitions
- 5 Coverage
- 6 Term of Agreement
- 7 Renegotiation of the Agreement
- 8 No Extra Claims
- 9 Not to be Used as a Precedent
- 10 Equal Employment Opportunities
- 11 Occupational Health and Safety

B Employment Arrangements

- 12 Classification and Rate of Pay
- 13 Hours of Work
- 14 Payment of Wages
- 15 Termination of Employment
- 16 Superannuation
- 17 Training
- 19 Sick Leave
- 20 Personal/Carer's Leave
- 21 Parental Leave
- 22 Compassionate Leave
- 23 Long Service Leave
- 24 Public Holidays

25 Jury Service
D Communication Of Disputes And Disciplinary Procedures
26 Disputes Procedure
27 Disciplinary Procedure
SIGNING OF THE AGREEMENT

Preamble and Explanation of Agreement

This Agreement combines the three existing enterprise agreements between the National Union of Workers and Arnott's Biscuits Limited that operate at the Arnott's Biscuit plant at Huntingwood.

The combination into a single site agreement is on the basis of a "no disadvantage or advantage" in wages or terms and conditions of employment to either the union, the employees or the company.

The terms of the existing agreements, amended as agreed, are separately set out within Sections of the Combined Agreement and each Section will operate separately with no precedent for common application in any areas including terms of employment, wages, salaries or general employment conditions being set by the combination into a single agreement.

Unless specifically stated in any Section of this Agreement, references to "Agreement" "The Agreement", "This Agreement" or other similar terms or expressions refer only to the Section of the Agreement in which they appear and do not refer to the other Sections of the Combined Agreement.

Section A of the Combined Agreement covers employees working at the Huntingwood Manufacturing Facility in production, packaging and maintenance in the classifications contained in Section A Clause 17 Roles. It excludes staff employees as defined by the Company.

Section B of the Combined Agreement covers employees of the Company working at the Huntingwood Logistics Facility, 25 Brabham Drive Huntingwood, who are covered by the classification definitions contained in Appendix A to Section B of this Agreement.

Section C of the Combined Agreement covers Security Officers working at the Arnotts Biscuits Limited Huntingwood site and replaces all previous awards, agreements and arrangements applicable to Security Officers.

The parties state that the Combined Agreement has been reached without any duress being placed upon any party. The agreement shall take effect from the date of its certification and shall operate until 1 October 2004. The parties commit to establish a working party before 1 March 2003 in relation to the integration of the three streams contained in this agreement. For the purposes of these discussions integration of the agreement would involve:

- the identification of common terms and conditions that apply to all employees covered by the agreement; and/or
- the establishment of common terms and conditions that apply to all employees covered by the agreement, where agreement has already been reached between the parties

SECTION A - "THE MANUFACTURING FACILITY AGREEMENT"

Principles

1. Commitment to Quality

Consumers must know they can consistently trust our product and that Quality is the basis under which our product is marketed. Therefore all employees are expected to engage in initiatives that ensure the Quality of our product and continually improve our capability to deliver products to the standards required by our consumers. In order to achieve this goal the parties agree to promote Quality by committing to:

Follow standard work procedures and instructions

Participate in programs to reduce scrap, rework and finished goods loss

Accept responsibility for ensuring the quality of their own work including the completion of process control requirements accurately and as required

Regularly consult, review and communicate the Company's GMP rules and in relation to other Quality initiatives

Be responsible for complying with the Company's GMP rules and ensuring that appropriate housekeeping is undertaken in their work area

2. Good Manufacturing Practice I Dress Code

- a) The parties recognise the importance of employee hygiene and the wearing of protective clothing. Uniforms are provided in accordance with Company procedures free of charge to ensure our hygiene standards remain high. It is agreed that the uniforms will be worn and worn in the correct manner.
- b) Smoking and other unhygienic acts are not permitted within the Company's buildings or exterior cafeteria area. All employees shall abide by the company smoking policy as revised from time to time.
- c) All employees are required to keep themselves and their work place in a clean and hygienic condition and immediately report any quality or contamination problem to a Line Leader or Manufacturing Manager.
- d) The Company shall assist any employee wishing to give providing counselling, support and information.
- e) An employee, who breaches the site's GMP rules / Dress Code, shall be subject to the disciplinary procedures.
- f) The GMP rules / Dress Code is as published and may be revised through consultation between the parties from time to time

3. Teams

"Teams are encouraged to run their own business within a business".

The Huntingwood operation has skilled multi-functional employees operating within clearly identifiable teams with each team member assisting other team members and teams led by Line Leader.

Teams must be flexible in order to ensure that manufacturing requirements can be met and that production processes operate in line with business goals.

The focus of all our teams is to ensure both internal and external customer satisfaction whether that be in a receipt and processing of raw materials, the conversion into product and/or product packaging and delivery to customers. Work teams are accountable to external customers and consumers for their complaints and are also responsible for putting in place new procedures to prevent recurrence in any area of our business. The aim is for the team to be very much self organised such that the functions that they perform are almost entirely self contained and managed by the group itself, although teams will at times have to rely on or provide support to other teams. Team members support each other in planning work team activities, ensuring machinery and equipment works effectively and safely, problem solving, the handling of administrative duties and cross training.

4 Line Leaders

The Line Leaders shall:

- a) Lead the manufacturing line team in the production of quality product and have authority for decisions in the work area. The Line Leader is a staff position and shall be selected by the Company.

- b) Co-ordinate the team to achieve their collective and individual goals by maintaining good employee relations including accepting responsibility for counseling and disciplinary matters.
- c) Be responsible for monitoring their team's performance, developing their team to continuously learn and motivating the team in all areas of their work.
- d) Not have their terms and conditions of employment set by this agreement

5. Role Flexibility

- a) Work can be performed by any person who has the skills and is competent to perform it safely, effectively and efficiently.
- b) Employees covered by this agreement shall work in any part of the business depending upon operational needs and the knowledge and skills of the individual employee. This will ensure the efficient utilisation of all employees.
- c) Employees will, at the time of the request for movement, have explained to them the reason for the move.
- d) The Company will encourage but not compel employees to acquire relevant new skills, both on the job and externally to ensure we move towards world competitive skill and flexibility levels.
- e) All employees agree to contribute to and participate in the training of other employees where required

6. Coverage

Work area teams will organise cover for any absence in their area including the use of external resources where required. The use of external resources will be in line with operational needs and as authorised by the Line Leader in consultation with their team.

7. Leave Rostering

Work area teams will manage the annual and long service leave in line with the operational requirements of their work their area and as authorised by the Line Leader in consultation with their team.

8. Competitive Benchmarking I Continuous Improvement

- a) The parties undertake to achieve continuous improvement in manufacturing performance with the ultimate goal of matching and surpassing performance achieved by the international Leader in biscuit manufacturing.
- b) Benchmarking and the establishment of key performance indicators as a means of defining achievable targets shall be discussed by the parties and supported by clear objectives.

Quality of People

9. The Huntingwood Workforce

The parties recognize that as manufacturing processes are improved that employees must continue to develop to participate effectively in the changing workplace. Therefore must develop, with support from the Company, the ability to:

- Ensure the Safety of themselves and others
- Collect, analyse and organise information
- Communicate ideas and information
- Plan, coordinate and organise activities including the distribution of work
- Work with others and in teams
- Solve problems

Registered Enterprise Agreement
Work with sophisticated technology
Maintain the Quality of Arnott's manufacturing processes to ensure production to standard

10. Recruitment

Where a vacancy occurs within a particular workgroup then it shall be the responsibility of the Company to recruit a suitable person for the position. The selection exercise will be facilitated by the Human Resources Department who will ensure it is carried out in a fair and equitable manner and appointment is based on merit. Consultation will take place with the team to ensure that the process is seen as transparent and that the "best person for the job" is chosen.

11. Probationary Period

- a) All newly appointed permanent employees will be employed on probationary terms for the first three months period, which will provide for employment on a week-to-week basis.
- b) Where any concerns arise over a probationary employee that might affect a transition to permanent status, these shall be discussed with the employee, with a union delegate present.
- c) If the employee is employed beyond the probationary period the employee will be deemed to be permanent.

12. Performance Appraisals

- a) Arnott's overall performance as a Company relies on the contribution of each employee. Each team depends on the performance of each individual team member.
- b) A formal opportunity, at least once a year but quarterly if required, will be given to each employee to discuss his/her progress as to their achievement of the goals set for them in relation to their work performance, development and training.
- c) The focus of the appraisal will be on the recognition of performance and where appropriate, an improvement in work performance, including the agreement of practical action plans that will support the employee in meeting their performance goals.

13. Roles - Levels

Roles at Huntingwood are based on competency.

All employees will be encouraged to continuously improve, and develop their skills.

All employees, except casual employees, will have the title of Operational Technician (OPTECH) or Technical Specialist. There will be six role levels as follows:

Level 1	Operational Technician	-	Trainee
Level 1 A	Operational Technician	-	Base Level Operator
Level 2	Operational Technician	-	Operator
Level 3	Operational Technician	-	Flexible Operator/ Entry Level Tradesperson
Level 4	Operational Technician	-	Advanced Operator or Tradesperson
Level 5	Operational Technician	-	Fully Flexible Operational Technician
Level 6	Technical Specialist	-	Functional Specialist

All employees will be encouraged to continuously improve and develop their skills. Employees wishing to improve and develop their skills may be required to train in areas relevant to the operational requirements of the facility.

14. Career Paths and Training

- i)
- a) Clause 17 describes the role levels at Huntingwood. Against each role level are the requirements for progressions through the various levels. The requirements for each level must be completed before moving to that level.
- b) Before undertaking training to progress to a level the employee will require authorisation from Human Resources and a training plan will be developed to ensure a clear understanding of the skills that need to be acquired before moving to the next level and the expected timeframe for this process.
- c) The parties commit to review the classification structure on a regular basis to ensure that it meets operational requirements. The emphasis will be on the development of technical skills and other skills to ensure the employee is effective in the workplace. Any changes requested by either party may only be done by agreement.
- d) The parties agree in-principle that employee career paths will not be limited, provided the individual employee can potentially fulfil the skills requirements and the needs of the business are met.
- ii)
- a) To reflect the various roles within the operation, different streams (manufacturing, engineering, quality, and leadership) have been created for individuals to progress through the criteria.
- b) Level 3 is recognised as being the entry level for Tradespersons.

15. Assessment

- a) Assessment is the method used to measure the competency level of an employee against a set standard of skills and knowledge
- b) An assessment will be made of the individual employee's skills and knowledge in relation to the level offered at Huntingwood. In order to progress to a level an employee must demonstrate competency in all aspects of the role in line with the Company's assessment policy. If unsuccessful in demonstrating competency an employee may be required to demonstrate competency in any aspect of the role previously assessed to show a full understanding of the skill being assessed
- c) As a result of the assessment the individual employed complete additional training to acquire the skills or knowledge needed to maintain the offered level.
- d) An employee may be re-assessed on an annual basis, or where it is believed that competence has not been maintained, in which case the matter should be referred to Human Resources. While the employee may be required to undergo further training following this re-assessment, there shall be no loss of pay as a result of this re-assessment. If however an employee is considered not able to demonstrate competency or no longer wishes to use a skill they have previously been assessed as competent, the employee may be required to acquire an additional skill without progression to the next level. In this case the employee will not be required to use the skill in which they are no longer competent.
- e) It is expected that the individual employee will complete the required training within the time set for the training plan or in any case no longer than nine months.
- f) The assessment procedure will be in accordance with the Arnott's Assessment Policy as determined from time to time. Changes to the Arnott's Assessment Policy will be implemented in consultation between the parties.

16. Progression

- a) All training undertaken will include an assessment of what has been learnt. Progression will depend on successful assessment of competency. This will involve gathering evidence of the employee's skill and knowledge to demonstrate that the employee meets the competency criteria. This shall be in accordance with the Arnott's Assessment Policy as determined from time to time.
- b) All employees seeking advancement will be assessed by a panel consisting of the following:
 - The Line Leader
 - Accredited Work place assessor competent at the skill being assessed
 - Union delegate, if requested
- c) These assessments will be conducted at the request of the individual Optech and advancement will be in accordance with the Arnott's Assessment Policy
- d) Before any assessment is undertaken an employee must be authorised to commence training and have an agreed training plan in place.

17. Roles - Requirements

ROLE LEVELS:	Huntingwood Manufacturing Facility
Role Level	Criteria -
Level 1 Employees on level 1 will work under supervision at all times and are expected to exercise minimal judgement. It is anticipated the employees will move through this level within 3 months of commencement	All employees classified at this level are expected to have demonstrated through assessment: <ol style="list-style-type: none"> 1. Basic level of numeracy and literacy 2. Be able to follow both written and verbal work instructions 3. Have completed the Huntingwood initial induction program

Initial Induction Program

- General orientation to work area/ work place
- General policies and procedures
- Explain safety system and highlight issues

	Induction program consisting of: <ol style="list-style-type: none"> a) Apply basic quality assurance b) Apply basic food safety practices c) Apply safe work procedures d) Communicate in the workplace e) Apply basic mathematical concepts
ROLE LEVELS: Huntingwood Manufacturing Facility	
Role Level	Criteria
Operational Technician 2 An employee at this level works under supervision or individually as part of a team	All employees at this level are required to have competently completed all Level 1a requirements. In addition, to become a Level 2 you must fully and competently complete the following <ol style="list-style-type: none"> 1. a) Manufacturing: Completed one technical module (set up, troubleshoot, routine maintenance and operate) 32 points

	<p>or</p> <p>b) Quality: For Quality Operational Technicians must complete: * Monitor the implementation of the quality system, and * Quality Support 1, or * Laboratory Analysis 1</p> <p>2. Implement the quality system 3. Basic personal computer keyboards skills 4. Citect level one 5. Any person required to operate powered mobile plant must have a site permit 6. Any person required to operate a forklift must have a site permit. All employees at this level are expected to complete any one of the following: a) Implement the food safety plan b) Collect present and apply workplace information c) Implement occupational health and safety principles and procedures</p>
--	---

Role Level	Criteria
<p>Operational Technician 3</p> <p>An employee at this level works under general supervision either individually or as part of a team and is able to exercise discretion within their own level</p>	<p>All employees at this level are required to have competently completed all Level 2 requirements. In addition, to become a Level 3 you must fully and competently complete the following</p> <p>1. a) Manufacturing: Completed a total of 2 technical modules(set-up, trouble shoot routine maintenance and operate) 64 points or b) Quality: Quality Operational Technician * Laboratory Analysis 2 OR * Quality Support 2 or c) Maintenance/Engineering Maintenance begins at this level and must complete the site Induction Program</p> <p>2. Implement the food safety plan 3. Collect present and apply workplace information 4. Implement occupational health and safety principles and procedures 5. Citect level 2</p> <p>All employees at this level are expected to complete any two of the following: a) Analyse and Convey Workplace Information b) Monitor the implementation of OH & S c) Monitor the Implementation of the food safety plan d) Monitor the implementation of the quality system</p> <p>All employees are expected to complete any one of the following as required by the work team/work area, shift or business as a whole</p> <p>a) Work place Assessor b) Quality Auditors Course c) BPCS d) Instructional skills level 1, e) Giving & Receiving constructive feedback f) Occupational Health and Safety Registrar g) First aid h) Building a foundation of trust i) Participating in problem solving j) Proactive listening</p>

	<p>k) BCMA computer course l) Building a constructive relationship with your manager m) Computers (database, word processing, Excel) n) Participate in problem solving This list is not exhaustive and may be added to in order to, meet the business needs.</p>
--	--

ROLE LEVELS: Huntingwood Manufacturing Facility	
Role Level	Criteria
<p>Operational Technician 4</p> <p>An employee at this level works under general supervision either individually or as part of a team and is able to exercise discretion within their own level.</p> <p>Employees at this level are expected to perform limited supervision of employees in their own work area as delegated by the Line Leader</p>	<p>TECHNICAL STREAM All employees at this level are required to have competently completed all Level 3 requirements. in addition, to become a Level 4 you must fully and competently complete the following:</p> <ol style="list-style-type: none"> 1. a) Manufacturing: Completed a total of three technical modules (set up, trouble shoot, routine maintenance and operate) 96 points or b) Maintenance/Engineering Trade qualified employees must demonstrate an advanced maintenance knowledge in any three (total three) of the maintenance engineering work areas listed 2. Analyse and Convey Workplace Information 3. Monitor the implementation of OH&S 4. Monitor the implementation of the food safety plan 5. Monitor the implementation of the quality system <p>All employees are expected to complete an additional different one of the following as required by the work team/work area, shift or business as a whole</p> <ol style="list-style-type: none"> 1. Work place Assessor 2. Quality Auditors Course 3. Instructional skills level 1 4. BPCS 5. Giving & Receiving constructive feedback 6. Occupational Health and Safety 7. First aid Registered 8. Participating in problem solving 9. BCMA computer course 10. Basic computer skills, relevant as (Word, Excel, Data base) 11. Review, write and monitor a work instruction 12. Review, write and monitor an assessment module 13. Participate in a shared learning program 14. Participate in a mentoring program <p>This list is not exhaustive and courses may be added to in order to meet the business needs.</p> <p>LEADERSHIP STREAM (Employees shall be appointed to this stream) All employees at this level are required to have competently completed all Level 3 requirements and in addition, completed the following:</p> <ol style="list-style-type: none"> 1. Analyse and Convey Workplace Information 2. Monitor the implementation of OH&S 3. Monitor the implementation of the food safety plan 4. Monitor the implementation of the quality system Computer skills (database, word processing spreadsheet) 5. Financial presentations

	<p>6. Production Planning 7. Customer Services 8. Time Management 9. All people will have an individual development plan (IDP)</p> <p>All employees are expected to complete an additional different one of the following as required by the work team/work area, shift or business as a whole</p> <p>a) Giving Recognition b) Influencing Win/Win Outcomes c) Getting your Ideas Across Industrial d) BPCS e) Giving & Receiving constructive feedback f) Occupational Health and Safety Committee training g) Launching and Refuelling your Team: Tools and Techniques h) Participating in problem solving i) Computers (database, word processing, Excel) j) Career Planning skills k) Review, write and monitor a work instruction l) Review, write and monitor an assessment module n) Participate in a shared learning program m) Participate in a mentoring program</p> <p>This list is not exhaustive and courses may be added to in order to meet the business needs.</p>
--	--

ROLE LEVELS:	Huntingwood Manufacturing Facility
Role Level	Criteria
Operational Technician 4a Available to Maintenance Employees only	A person in Maintenance can be classified at this level by being assessed as competent in three manufacturing modules. The module must be in the three areas the person achieved competency in to reach Operational Technician Level 4.

ROLE LEVELS:	Huntingwood Manufacturing Facility
Role Level	Criteria
Operational Technician 5 An employee at this level works under general supervision either individually or as part of a team and is able to exercise discretion within their own level Employees at this level are expected to perform limited supervision of employees in their own work area as delegated by the Line Leader	<p>TECHNICAL STREAM All employees at this level are required to have competently completed all Level 4 technical requirements. In addition, to become a level 5 you must fully and competently complete the following:</p> <p>1. a) Manufacturing: Complete two advanced modules (total 5) (or be assessed as competent in two advanced modules in two of the three areas already proven competence in) or b) Maintenance/Engineering Trade qualified employees must demonstrate maintenance knowledge in any five (total 5) of the maintenance engineering work areas listed</p> <p>* Use job module on computerized maintenance management system</p> <p>2. Review, write and monitor a work instruction, standard or assessment module 3. Participate in a shared learning program 4. Participate in a mentoring program 5. Basic computer skills, relevant to your position, such as (Word,</p>

	<p>Excel, Powerpoint, Access, Projects as required)</p> <p>6. (a) Manufacturing BCMA Course; or (b) Maintenance/Engineering</p> <p>Trade qualified employees must complete relevant post trade qualifications, such as industrial Electronics, Pneumatics (Logic Control) or an agreed equivalent along with BCMA Computer Course</p> <p>7. Citect Level 3</p> <p>All employees at this level may be expected to complete any two of the following as required by the needs of the business which includes the Team/Work Area and/or shift:</p> <ol style="list-style-type: none"> 1. Introduction to MRPII 2. Basic SDC preparation (overview) 3. Budget preparation
--	--

Role Level'	Criteria
Operational Technician 5	<p>LEADERSHIP STREAM</p> <p>All employees at this level are required to have competently completed all Level 4 leadership requirements. In addition, to become a Level 5 you must fully and competently complete the following:</p> <ol style="list-style-type: none"> 1) Performance Management Training 2) Performance Management Coaching 3) Budget preparation 4) SDC Preparation 5) Intermediate computer skills (Word, Excel, Powerpoint & Access 6) Advanced problem solving 7) Production Planning 8) All people will have an Individual Development Plan (IDP) <p>All employees are expected to complete an additional different one of the following as required by the work team/work area, shift or business as a whole</p> <ol style="list-style-type: none"> a) Giving Recognition b) Influencing Win/Win Outcomes c) Getting your Ideas Across d) BPCS e) Giving & Receiving constructive feedback f) Occupational Health and Safety Committee training g) Participating in problem solving h) Managing your Priorities i) Computers (database, word processing, Excel) j) Career Planning skills k) Expressing yourself: presenting your thoughts and ideas l) Review, write and monitoring a work instruction m) Review, write and monitor an assessment module n) Participate in a shared learning program o) Participate in a mentoring program <p>This list is not exhaustive and courses may be added to in order to meet the business needs.</p>

ROLE LEVELS: Huntingwood Manufacturing Facility	
Role Level	Criteria
Operational Technician 5a Available to Maintenance Employees only	A person in Maintenance can be classified at this level by being assessed as competent in two additional (total five) manufacturing modules. The modules must be the three areas the person achieved competency in to reach Operational Technician Level 5.

ROLE LEVELS: Huntingwood Manufacturing Facility	
Role Level	Competency Criteria
Operational Technician 6 An employee at this level works under general supervision either individually or as part of a team and is able to exercise discretion within their own level Employees at this level are expected to perform supervision of employees in their own work area.	TECHNICAL STREAM Employees appointed to this classification will provide technical skills to the teams. By appointment as positions are available

The points attributed to the competencies referred to within this clause are as contained in the following table:

MANUFACTURING STREAM

LINE 1

PRODUCTION	POINTS
Mix *(3 lines min)	32
Form* (3 lines min)	32
Bake	32
PACKAGING	POINTS
HSS	32
Robag System	32
Tisma	16
Involvo	16
OTHER	POINTS
Ferment/Yeast	16

LINE 2

PRODUCTION	POINTS
Cooking & Milling	16
Mix *(3 lines min)	32
Form *(3 lines min)	32
Bake	32
PACKAGING	POINTS
HSS	32
Loesch and Minerva	32
Tisma	16
Involvo	16

LINE 3

PRODUCTION	POINTS
Mix * (3 lines min)	32
Form * (3 lines min)	32
Bake	32
PACKAGING	POINTS
HSS	32
Involvo	32

LINE 4

PRODUCTION	POINTS
Mix * (3 lines min)	32
Form * (3 lines min)	32
Bake	32
PACKAGING	POINTS
Robag System**	32
Tisma**	16
Involvo	32
Noreg	16

**Indicates that a person may be assessed in the area they are working/training in.

For example, to obtain points for the Robag System in the manufacturing stream, a person can be assessed in the area in which they are working/training eg either multipack or grocery lines.

Additionally, a person who has trained on Tisma A will be assessed on Tisma A to obtain their 16 points. They do not have to be assessed on both Tisma A and Tisma B to acquire 16 points.

Note, a person who has been assessed as competent on Tisma A, can not also be assessed on Tisma B for an additional 16 points.

LINE 5

PRODUCTION	POINTS
Mix * (3 lines min)	32
Form * (3 lines min)	32
Bake	32
SECONDARY PROCESSING	POINTS
Creaming	32
Enrobing	32
Cream Mix	16
PACKAGING	POINTS
Isis	32
Schubert and Solari	16

STORES

OTHER	POINTS
IOR etc	16
General Stores	16
Bulk System	16
Ferment/Yeast	16

CROSS FUNCTIONAL

MIXING * The company will determine which lines	POINTS
FORMING * The company will determine which lines	
BAKING Additional	32
WRAPPING Additional	32
PACKING Additional	32

ENGINEERING STREAM

LINE 1

PRODUCTION	POINTS
Mix	32
Form	32
Bake	32
RF Oven	16
PACKAGING	POINTS
HSS	32
Robag System	32
Tisma	16
Involvo	16

LINE 2

PRODUCTION	POINTS
Cooking & Milling	32
Mix	32
Form	32
Bake	32
RF Oven	16
PACKAGING	POINTS
HSS	32
Loesch and Minerva	32
Tisma	16
Involvo	16

LINE 3

PRODUCTION	POINTS
Mix	32
Form	32
Bake	32
RF Oven	16
PACKAGING	POINTS
HSS	32
Involvo	32

LINE 4

PRODUCTION	POINTS
Mix	32
Form	32
Bake	32
Oiler	16
PACKAGING	POINTS
Tanvara	16
Robag and Weigher	32
Tisma	16
Involvo	32
Noreg	16

LINE 5

PRODUCTION	POINTS
Mix	32
Form	32
Bake	32
RF Oven	16
SECONDARY PROCESSING	POINTS
Creaming	32
Enrobing	32
Cream Mix	16
PACKAGING	POINTS
Isis	16
Robots	32
Schubert and Solari	32

STORES

OTHER	POINTS
Bulk System	32
Ferment/Yeast (include IOR etc)	32
Factory Colby System	16

CROSS FUNCTIONAL

	POINTS
Wrapping Systems The company will determine which machines	32
All Cartoning Systems Additional	16
Case Packing Systems The company will determine which machines Additional	32

18. Salaries

- a) The remuneration structure will be based on annual salaries and skill levels.
- b) It is the policy of Arnott's Biscuits Limited that all employees shall be paid a salary that is competitive and in addition recognises their contribution to team achievements and company goals
- c) The annualised salaries are inclusive of all allowances (excluding shift loadings)

- d) Employees will be classified according to their competencies gained through training and experience and in accordance with the pay scale.
- e) Employees will be paid weekly and their salary will be paid no later than Friday of each week into a bank account of the employee's choice by electronic funds transfer.
- f) Hourly rate will be calculated as follows:

Salary Level Annual Rate
1976 hours

19. Pay Scale

	1 December 2002	1 December 2003
Salary Level	\$ Per Annum	\$ Per Annum
Level 1	34,967	36,366
Level 1A	39,037	40,598
Level 2	44,671	46,458
Level 3	54,287	56,459 I
Level 4	60,281	62,692
Level 4A	63,323	65,856
Level 5	66,329	68,982
Level 5A	70,481	73,300
Level 6	74,578	77,561

20. Temporary Upgrades

Any employee performing the work of a higher level than his/her usual level shall be paid at the rate for the higher paid level for the time so engaged but for : not less than one day.

21. Superannuation

The company shall contribute to the Campbell's Arnott's Superannuation Plan or another complying fund the minimum amount required under relevant legislation. In calculating the contributions the annual salary, inclusive of shift rates for preventative maintenance, afternoon and night shift employees shall be the basis on which the contributions are made.

The parties commit to develop agreed "salary sacrifice" arrangements that shall be implemented after certification of the agreement. These arrangements would allow employees, should they wish; to reduce their rate of pay by an amount that they would elect in writing to sacrifice each pay period. This would allow the Company to make a superannuation contribution equal to this amount for the benefit of the employee to a fund in accordance with this clause.

These salary sacrifice arrangements will be implemented without additional cost to the Company and without disadvantage to the employee. These arrangements shall be reviewed by the parties every 12 months.

Quality of Working Environment

22. Occupational Health and Safety

The Company and employees appreciate the need to maintain and continually improve safety systems and meet National Standards and legislative requirements.

This will require all managers and employees to:

abide by the provisions of relevant OH&S legislation and Company policy and procedures. This includes following safe work instructions, site safety rules (e.g. Isolation procedures), supporting safety systems and wearing issued protective clothing and use of safety equipment

be responsible for one's own safety and the safety of others

participate in safety and housekeeping audits as required including the follow-up actions to ensure their satisfactory completion

maintain all work areas in a clean and safe condition

The Company shall ensure that appropriate OH&S training and development of employees occurs and employees shall participate in this training. In addition the Company shall ensure the development of employees (e.g. Safety Committee representatives, First Aiders) to support the continuous improvement of site safety.

23. Arnott's Environmental Policy

Arnott's embraces the need to conduct its activities with concern for the human and natural environment.

We are committed to conduct our business in a manner that respects and protects the quality of the environment, striving toward limiting emissions to the water, air and land and the efficient use of resources.

Arnott's shall at all times operate as a good citizen, exercising due diligence to ensure compliance with all applicable environmental laws and regulations.

Arnott's will establish and maintain an environmental management system to reflect and manage this commitment.

24. Cafeteria / Tea Rooms

A hot food cafeteria and satellite tea rooms will be available and there will be indoor and outdoor eating areas.

25 Car Parking.

A designated employee car park will be provided.

26. Lockers and Showers

Lockers and showers will be provided for all employees at Huntingwood.

27. Occupational Health

The company will provide a well-equipped medical centre and ensure that trained first aid people will be on duty at all times.

28. Security

All employees will be issued with a security pass for access into the premises. These must be produced on request.

29. Learning Centre

The Company will provide facilities to encourage the development of highly skilled employees to satisfy both Company needs and individuals' expectations of career path progression.

This may include personal computers, Citect network computers, business software and relevant tutorial packages. In addition the Company may also provide resources such as a reference library relating to biscuit making and general information to assist in understanding business practices.

The Training Department will provide access to training and development via a combination of self paced learning, on the job, internal and external training activities. A program of competency based learning programs will be arranged that will be linked to operational requirements.

30. Tools & Equipment

The company shall provide all necessary special tools and equipment as is necessary for the performance of all duties. Where an employee is required to provide their own tools, if that tool is lost or damaged the company at its discretion may replace that tool.

Quality of Working Life

31. Employee Involvement

The parties bound by this agreement acknowledge that their interests are mutually dependent. They have committed themselves to ensuring that consultation and cooperation are the basis for productive relationships between them.

The spirit and intent of consultation includes:

The development of more effective communication between managers and employees

Developing a closer working relationship between the Company and its employees and their representatives.

Increasing the profitability, competitiveness, efficiency and productivity of the business.

Improving the work environment.

Making the most effective use of new technology, process improvement and flexible work practices

The raising of skill levels of employees through the provision of training and development

Developing a pleasant atmosphere for employees to work in that builds their engagement in the goals of the Company.

Improving the job security of employees through continuous improvement programs that maintain Arnott's as an innovative, cost effective Company and a market leader in the manufacture of biscuits

32. Consultative Arrangements

Arrangements will be established in order to ensure that there is consultation between management and employee representatives. This should occur regularly to keep both parties informed of matters affecting the company and its employees.

33. Communication

Consistent with our commitment to employee involvement in the business, information may be shared in the following ways:

- i) Regular team briefings
- ii) Notice boards
- iii) Display of key performance indicators and progress towards achieving targets
- iv) Regular site reviews of business performance
- v) Regular newsletter / Site updates
- vi) Intranet / Email
- vii) Climate Surveys

The Company will notify employees of communication events.

34. Equal Employment Opportunity

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.

The Formalities

35. Title

This agreement is the Arnott's Biscuits Limited Huntingwood (Manufacturing Stream) Enterprise Agreement 2003.

36. Parties

This agreement is made between:

Arnott's Biscuits Limited ("the Company")

The employees of Arnott's Biscuits Limited employed at the Huntingwood Manufacturing Facility ("the employees")

The trade union ("the Union") National Union of Workers, New South Wales Branch

For the purposes of this Agreement, the company recognises the National Union of Workers NSW Branch (NUW) as being the union that shall have exclusive representation of employees in related classifications who are covered by this Agreement.

37. Coverage

This Agreement covers employees working at the Huntingwood Manufacturing Facility in production, packaging and maintenance in the classifications contained in clause 17 Roles. It excludes staff employees as defined by the Company.

38. Term of Agreement

The parties state that this agreement has been reached without any duress being placed upon any party. The agreement shall take effect from the date of its certification and shall operate until 1 October 2004.

39. Not to be Used as a Precedent

This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise

40. No Extra Claims

It is a term of this agreement that all parties bound by this agreement will not pursue any extra claims for the life of this agreement

41. Terms of Engagement

Employees shall be engaged on a permanent, part-time, fixed-term or casual basis.

- a) Permanent Employee - Permanent employees will be employed on weekly basis. A permanent employee is an employee who is employed on a weekly basis other than a casual employee or a person engaged on a fixed-term employment contract.
- b) Part-Time Employment - a part time employee means an employee who works an average of between 16 and 38 hours per week over a 12month period. A part time employee may be rostered to work outside of this range of hours on a week-to-week basis provided that the annual average of their hours, excluding periods of leave, is within this range.

The hours of work arrangements contained in this agreement shall apply on a pro-rata basis to employees who are employed part-time. Part-time employees shall be paid for the hours worked each week at the hourly rate. The hourly rate will be:

Annual salary for the Level of the Employee
1976

A Part Time employee will be paid 7.6 hours for a standard day in line with usual Huntingwood shift arrangements.

A part time employee shall be paid the following on a pro-rata basis:

- Shift Allowance, where applicable
- Annual Leave
- Public Holidays
- Sick Leave / Special Leave
- Long Service Leave

There shall be no restriction to the level that part time employees may be employed provided that the employee has met the requirements of that level and there is an operational requirement for the skills.

c) Fixed Term Employment - a fixed term employee shall be employed on the following conditions:

the period of employment shall be between 4 and 26 weeks

the period of employment may be extended to 40 weeks by agreement

except where specified, all provisions of this Agreement relating to permanent employees shall apply to fixed term employees.

fixed term employees shall only be employed after consultation between the parties.

d) Casual Employment - a casual employee is an employee who is paid in accordance with this sub-clause.

Casuals will not work less than four (4) hours on each engagement and no more than the ordinary hours of permanent employees.

Casuals will be used to cover fluctuations in demand, leave, and the normal function of line relief. No more than 15% of the workforce shall, at any one time, be composed of casuals.

The number or percentage of casuals may be increased during peak periods after consultation between the parties.

Casuals shall be paid 15% in addition to the rate at which they are employed.

Payment per day equals:

(Level 1 rate x number of hours worked x 115%)
1976

An additional one-twelfth of this hourly rate will be paid in lieu of annual leave payments. Casuals will be paid the appropriate shift loading for the shift they work.

42. Hours of Work

i) It is intended that the normal work patterns will be based on a 38 hour week, Monday to Friday. In the calculation of salaries, however, it has been agreed that there is a component equal to an additional 4 hours per week and 6 Saturday shifts per annum built into the annual salary in recognition of the commitment and flexibility required of employees at Huntingwood.

ii) In consultation with employees the Company will determine the optimum shift pattern to meet the needs of the business. Employees rosters will follow optimum shift patterns with individual rosters being determined by mutual agreement when possible. Employees not involved in planned and preventative maintenance, will work hours arrangements which are normally within the following parameters:

- a) Ordinary hours of work shall be 38 per week.
- b) Except for employees who are a member of the dedicated preventative maintenance crew, normal working days will be consecutive over 5 days, Monday to Friday except in the case of engineering employees, who will ensure their rosters may cover the maintenance requirements of the business
- c) Casual and part time employees may be asked to work on nonconsecutive days.
- d) In addition to the hours detailed in sub-clauses (i), (ii) a), (ii) b) and (ii) c) above employees may be asked to perform additional hours without the payment of overtime
- e) The additional hours that may be required to be worked include up to 4 extra hours in any one week, worked continuously with the 8 hours shift. Such additional time shall not accumulate from week to week and will only be required to deal with such intermittent problems as breakdowns, unexpected absenteeism and process deviations. It will not be used to cover workloads of an on-going nature, except for normal start-ups and orderly shut downs, shift handovers and maintenance procedures.

iii) Up to 6 Saturday shifts (of 8 hours) per annum shall be available in accordance with this clause.

The purpose of working these Saturdays will include but not be limited to the following indicative tasks:

- Good manufacturing practice cleaning and associated operational maintenance (e.g. web sewing)
- Training
- Production Line/shift changeovers
- Production start-ups and shut-downs
- Maintenance procedures

- iv) No employee will be expected to work more than 12 hours on any day or more than a maximum of 50 hours (except where working excess hours) in any one week based on a 38 hours roster.
- v) Rostered hours may be changed to meet operational requirements. Change will be normally notified 14 days ahead of time or less by mutual agreement.

43. Excess Hours Compensation

Any hours worked beyond those detailed in Clause 42 - Hours of Work, shall be addressed in the following manner:

- i) The working of excess hours that average more than the additional 4 hours per week provided for in the salaries will be logged for each employee and reviewed every month.
- ii) The working of excess hours will be distributed as evenly as possible amongst employees.
- iii) Excess hours (except as provided for in sub-clause vi below) may be accrued as credit of up to 38 hours to be taken as time off in lieu

- iv) Time off shall be taken within two months of it being accrued
- v) Where the working of excess hours is necessary, it shall, wherever practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days without loss of pay.
- vi)
 - a) Where the company requires an employee to work on a Saturday (i.e. in excess of the six Saturdays per annum already provided for in the salaries) or a Sunday the employee is to be paid at 1.625 times the hourly rate for hours actually worked with a minimum payment of 4 hours.
 - b) [This sub-clause shall not apply where a dedicated maintenance crew is in place pursuant to clause 44 (ii)] This provision does not apply to employees engaged on engineering maintenance work on a Saturday not related to programmed production running time.
 - c) If the preventative maintenance crew, for whatever reason, is not viable (e.g.: insufficient employees on the crew as determined by the company) the parties will immediately meet to discuss the issue. During discussions the parties commit to ensuring that the dedicated preventative maintenance crew is maintained.
 - d) Where an employee has been required to return to work having completed their shift for the day, the employee will be paid at .625 times the hourly rate for the time spent on sit

44. the Shifts

- i) Employees not on planned and preventative maintenance work according to the following arrangements:
 - a. The factory will be run on a 5 day 3 shift basis, Monday to Friday. To ensure flexible work patterns shift arrangements are to be agreed between the Line Leader and the employee/s concerned
 - b. The spread of dayshift hours will be between 5 am and 6.30pm. Afternoon shift will finish after 6.30pm and at or before midnight and night shift finishes after midnight and at or before 8.00am.
 - c. Employees required to work afternoon shift will have their salaries increased by 15% for the period these shifts are worked.
 - d. Employees required to work nightshift will have salaries increased by 30% for the period these shifts are worked
 - e. Where the operation requires additional production outside of the hours provided for in Clause 42, on an ongoing or for an extended period of time the parties agree to meet in good faith to discuss the arrangements that would apply. In these circumstances agreement may be reached between the parties that allows for arrangements that meet operational and cost requirements to be worked outside of the arrangements set out in Clause 42. Examples of this may be working extended shifts (10 hour/ 12 hour) or the introduction of a weekend production crew.
- ii) Employees engaged on a dedicated planned and preventative maintenance crew, will work according to the following arrangements;
 - a) Employees will work up to a 12 hour shift roster pattern of up to 48 hours per week based on 38 ordinary hours per week, averaged over an agreed roster period
 - b) Employees will be required to work an additional six days (of up to 8 hours duration) or equivalent hours without the payment of overtime. The purpose of working these additional days shall be for training or other maintenance work as agreed.

- c) Employees will be required to regularly work any of the 7 days of the week including regularly working Saturdays and Sundays.
- d) Suitable roster patterns which reflect the need of planned and preventative maintenance for the operation will be agreed between the Engineering Manager and employees.
- e) Rostered hours and patterns may be changed to meet operational and maintenance needs. Changes to hours and patterns will be notified 14 days ahead of time or less by mutual agreement.
- f) Employees required to work this arrangement will have their salaries increased by 30% for the period these shifts are worked.

45. Continuous Running

If the decision is made by the company to move to continuous running, that is 7 day production, on a permanent basis the parties agree to immediately meet to negotiate in good faith the implementation and terms and conditions of this change.

46. Meal Breaks I Rest Periods

Teams shall allow a meal break and two rest periods during any one rostered shift. Each team shall be responsible for organising and monitoring these breaks to ensure that both employee's needs and production requirements are met.

47. Public Holidays

- i) The days on which the following days are observed will be 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 Picnic Day or any other gazetted Public Holiday.
- ii) No deduction shall be made from the annual salary of an employee if he/she is not required to work on any of such holidays unless they are absent, without reasonable excuse, on the day before or after the Public Holiday.
- iii) An employee who is required to work on a Public Holiday shall have the choice of being compensated by either:
 - a) receiving payment at the rate of 2.625 the level hourly rate or
 - b) receiving payment at the rate of 1.625 the level hourly rate plus one day to be added to his/her annual leave entitlement

A minimum of four hours pay shall apply on public holidays worked

48. Annual Leave

Employees entitlements to annual leave will be in accordance with the NSW Annual Holidays Act 1944. An annual leave loading of 17.5% is incorporated in the annual salary

49. Long Service Leave

Employees entitlements to Long Service Leave will be determined in accordance with the NSW Long Service Leave Act 1955 and shall be paid on the annualised salary

50. Sick Leave/Special Leave

- a) It is accepted that sick leave is available when an employee is unable to attend work due to ill health.

- b) There is no specific restriction to paid sick leave provided it is genuine. Approval must be given through the Human Resources Department for periods of leave greater than one week, after which time a plan for regular review will be put in place. This entitlement will be subject to periodic review based on each individual's medical circumstances.
- c) A medical certificate will be required to be produced where an employee claims sick leave relating to any absence exceeding two consecutive working days
- d) It is recognised that at certain times employees need time off to attend to pressing personal matters or to cope with personal issues in their life (special leave)
- e) This special leave will be agreed at the time based on each individual's personal circumstances. Approval by the Human Resources Department is required for periods of personal leave greater than 4 days, after which time a plan for regular review will be put in place.
- f) If sick leave/special leave cannot be successfully managed within the teams, then the individual casels would be addressed through the disciplinary procedure (see Clause 54).
- g) The parties undertake to review the operational application of these

51. Parental Leave

The NSW State legislation provisions in relation to parental leave will apply

52. Jury Service

An employee who is required to undertake Jury duty will receive their normal salary for the duration of the time. Any jury allowances (with the exception of travel allowance) are to be paid to the Company.

53. Termination of Employment

A permanent employee may be terminated in the following ways:

Without Notice

Only in circumstances of serious and wilful misconduct

With Notice

In all other circumstances subject to Clause 56 on termination initiated by the Company the following notice periods shall apply:

Employees period of continuous service	Notice
1 year or less	1 week
Over 1 and up to 3 years	2 weeks
Over 3 and up to 5 years	3 weeks
More than 5 years	4 weeks

An additional one week will apply to employees over 45 years of age with 2 years or more continuous service.

54. Disciplinary Procedure

- a) Counselling and discipline should be corrective in nature. The purpose of discipline is to obtain compliance with the established rules of conduct. To support this approach, except in cases of serious misconduct the following warning procedure shall apply before an employee is dismissed:

Firstly a verbal warning shall be recorded on the employee's file

On a second disciplinary occurrence a first written warning shall be given

On a third disciplinary occurrence a final written warning shall be given

Further instances of unsatisfactory behaviour or performance shall leave the employee liable to dismissal

- b) The company may bypass one or any of the above steps should the seriousness of the situation warrant it as an alternative to dismissal.
- c) Warnings shall last for a period of 6 months after which they shall lapse.
- d) Warnings shall be issued in formal surroundings with the employee having the opportunity to have a delegate present.
- e) Each written warning shall outline the nature of the unsatisfactory behaviour or performance.
- f) Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature.
- g) Except in the case of newly appointed employees on probationary terms, the Company shall not invoke the disciplinary procedure in relation to absenteeism until an individual has exceeded ten days absence in any one calendar year.
- h) The Company disciplinary procedure shall not apply in a case of serious misconduct. Serious misconduct may result in dismissal without notice.

55. Conflict Resolution

- a) The parties to this agreement intend to eliminate disputes and grievances which result in conflict. The aim of the procedure is to resolve disputes through a process based on consultation and negotiation at the closest point to where the dispute occurs.
- b) The matter/s in dispute shall be dealt with in accordance with the following procedure:

Any dispute arising out of employment shall first be dealt with by the union delegate, employee/s concerned and the relevant manager.

Failing settlement at this level, the delegate shall refer the dispute within 24 hours to the NUW organiser who shall take the matter up with the relevant company representative. All efforts shall be made at this level to settle the dispute, but failing that it shall be referred to the State Secretary of the Union and a higher representative of management.

During the discussions the status quo shall remain and work will proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute

At any time either party shall have the right to notify the dispute to the Industrial Relations Commission

Reasonable time limits will be allowed for the completion of the procedure. The emphasis being on a speedy resolution of disputes.

56. Redundancy Agreement

This redundancy agreement shall apply to all permanent employees covered under the terms and conditions of this Agreement whose position is redundant from Arnott's Manufacturing Facility at Huntingwood.

a) Notice Payment

Four (4) weeks payment in lieu of notice. This period of notice is increased by one week if the employee is over 45 years of age and has completed 2 years continuous service with the employer.

b) Redundancy Pay

Redundancy pay for four (4) weeks shall be calculated on each completed year of continuous service and on a pro-rata basis per completed month during the final year of service.

c) Sick Leave

Payment of accumulated sick leave (if any) accumulated prior to the Huntingwood Manufacturing Facility Enterprise Agreement 1996.

d) Annual Leave

Payment of all accumulated annual leave, including leave on a pro-rata basis.

e) Long Service Leave

As per Long Service Leave Act for employees with more than twelve (12) months service, on pro-rata basis.

f) Certificate of Service

All redundant employees shall be given a Certificate of Service stating reason for termination, classification and length of service.

g) Time off for Job Interviews

The Company will allow up to sixteen (16) hours off for employees, once notified of redundancy, to attend job interviews. Provided that this period does not exceed four (4) hours on each occasion and that reasonable notice is given to the Company Manager and proof of attendance of such interviews is provided.

h) Redundancy - Selection

The Company may elect to seek volunteers for redundancy or may select employees to be made redundant on the last-on-first-off principle should all things be equal. Any inequalities will be discussed with the relevant employees. The elimination of particular jobs via the multi-skilling process does not, in itself, mean that the employee engaged in that job is to be made redundant. It is the aim of the Company to increase the skills levels of all employees and the Company retains the right to maintain skills within the workforce at a level necessary to support the needs of the Company.

i) Superannuation

Superannuation payments will be made in accordance with the Superannuation Fund Trust Deed.

j) Financial Advice

The Company will provide financial advisers at the Company's expense, to assist employees with investment advice, if required.

57. Bargaining Agents Fee

The Company shall advise all Employees that a "Bargaining Agents" Fee of \$500.00 per annum is payable to the Union.

The relevant Employee to which this clause shall apply shall pay the "Bargaining Agents Fee" to the Union in advance on a pro rata basis for any time which the Employee is employed by the Company. By arrangement with the Union this can be done in quarterly instalments throughout the year.

The employer will provide a direct debit facility to pay the bargaining agents fee to the Union.

SECTION B - "THE LOGISTICS FACILITY AGREEMENT"

A Shared Vision for Huntingwood Logistics

The parties to this Agreement have developed a shared focus of the Vision for the Huntingwood Logistics Facility. The shared vision is as follows:

FOR OUR CUSTOMERS

- In full, on time, all the time
- Excellence in service and delivered products
- Understanding customers' needs to meet their expectations

FOR ARNOTT'S

- Best practice delivering the best distribution solution for Arnott's
- Supporting Arnott's corporate image
- Flexibility to cope with changing business needs

FOR THE HUNTINGWOOD ENVIRONMENT

- Open and honest communications
- Empowered, focused and committed Team environment
- Recognition for high standards of work in a high achievement environment
- Integrated and specialized workforce

FOR EACH OF US

- Superior working conditions and quality of life
- Personal development opportunities
- Registered Enterprise Agreement

"A Partnership for the Future"

Arnott's has been baking biscuits for Australians for over 130 years and is an important part of Australian heritage. Most of us have grown up with Arnott's biscuits and the "There is no substitute for quality" standard.

Heading beyond 2000 Arnott's has recognised that the world is changing at a faster pace than ever before.

Arnott's is embracing these changes and building a platform for future growth from its market leading position in the biscuit market, expanding to the broader snack market.

Arnott's is redefining and improving its effectiveness in all areas of its business including Logistics.

Logistics will be "world class" service that will support and deliver the Sales promise to our customers. The services we provide will be different to the past, as will the performance standards we set. We will focus closely on areas where our efforts add value.

Logistics is entering a new phase of "continuous improvement" where Arnott's and its employees will be working together to provide the best service available in the marketplace. All aspects of our operations will be fine-tuned and refocussed to support this end.

Logistics will be expanding to include all support functions for our Sales force becoming an integral part of the Sales effort.

Arnott's will be supporting these changes by new investment in people, plant, systems and vehicles.

The new partnership between Arnott's and its employees will deliver:

- Openness in sharing of information
- Ongoing consultation and communication
- Flexible approaches to meet the challenges of a changing marketplace
- Strong commitment to continuous improvement
- Honesty, integrity and respect in our dealings with each other
- Total focus in delivering best practice customer service
- Opportunities for employees to develop themselves and improve their lifestyles

Our future lies in embracing changes and working together to continually improve our operations and effectiveness.

Arrangement

- Part One Logistics Operations
The specific features critical to the successful establishment of the Logistics Facility operation.
- Part Two Employment and Development of People
How the Company attracts, develops, recognises and rewards quality people.
- Part Three Logistics Facility Working Environment
The details of a superior workplace environment.
- Part Four Enterprise Agreement Formalities
Details the formal aspects of the relationship between the parties.

PART ONE: LOGISTICS FACILITY OPERATIONS

Logistics Facility employees will commit to the following:

1.1 Commitment to Quality

The parties agree to promote quality by:

- a) adhering to work procedures and instructions.
- b) accepting individual responsibility for the quality of work.
- c) recognising that we are all links in the chain to the customer and that we must act to satisfy our customers' needs.

1.2 Commitment to Flexibility

The parties agree to the following flexible working arrangements in order to meet the expectations of our customers:

- a) Work can be performed by any employee who has been assessed by a workplace assessor as having the skills and is competent to perform it safely, effectively and efficiently, free of demarcations and restrictive work practices. Employees will accept all lawful and reasonable commands of the employer.
- b) Crewing will be workload based and variable in line with the extreme variability in day to day operating requirements. Rostering of employees to specific duties will be organised by the company to maximise operating efficiencies and offer training opportunities.

- c) Employees covered by this agreement may be required to work in any part of the business depending upon operational needs and the knowledge and skills of the individual employee. This will ensure the efficient utilisation of all employees.
- d) Employees will, at the time of the request for movement, have explained to them the reason for the move.
- e) To meet the requirements for new processes, equipment procedures or systems, employees will be required to acquire relevant new skills within their current role level.
- f) All appropriately trained and experienced employees agree to contribute to, and participate in, the training of other employees where required.
- g) There will be no restriction placed on the performing of maintenance work by appropriately skilled persons, or on the use of contractors for any reason.

1.3 Commitment to Communicate

The following communication channels will operate to foster openness and honesty by participating in:

- a). OH & S Committee meetings
- b). regular communications with employee representatives to discuss and resolve employee issues and implement continuous improvements
- c). regular communications to all employees of Company issues.

Part Two: Employment And Development Of People

The company attracts, recognises and rewards quality people. The Huntingwood workforce is committed to servicing customer needs by:

2.1 Commitment to Recruitment

The Human Resources Department will identify outstanding candidates. The parties agree to participate in:

- a). selecting outstanding employees.
- b). analysing performance levels of employees during probationary, fixed term or casual periods of employment to identify outstanding candidates for permanent employment.
- c). jointly coaching employees to improve performance levels.

All vacancies for job roles as outlined in Appendix A to this Section will advertised internally.

2.2 Commitment to Development

The parties agree to:

– !I

- a). undertake appropriate training and education to improve the competency-`° (skills and knowledge) of employees.
- b). reward employees for the competencies they have been assessed as having attained, consistent with available opportunities.

2.3 Commitment to Presentation

The parties agree to maintain Arnott's high standards of:

- a). personal presentation. The Company will provide uniforms and all employees are required to comply with the Arnott's Uniform Policy; and
- b). behaviour focusing on meeting customer and business expectations.

46

2.4 Probationary Period

- a). All newly appointed employees will be employed on probationary terms for a three month period, which will provide for employment on a week-to-week basis.
- b). Where any concerns arise over a probationary employee that might affect a transition to permanent status, these shall be discussed with the employee and delegate if requested by the employee.

2.5 Roles and Remuneration

Roles at Huntingwood are based on competency. All employees will be encouraged to continuously improve and develop their skills.

All employees will have the title of Logistics Operator or Coordinator.

The number of permanent employees covered by this Enterprise Agreement shall not fall below sixty two unless there are significant changes to Arnott's operations or it is agreed with the union locally at Huntingwood.

Roles at Huntingwood will be based on weekly wage rates.

The weekly rates of pay will be as indicated below:

Warehouse Stream
 Level & Level 1 a
 Logistics Operator 2
 Logistics Operator 3

Logistics Operator 4
 Coordinator`

At registration	August 6 2003
\$705.09	\$733.29
\$713.66	\$742.21
\$722.23	\$751.12
\$765.16	\$795.77
	- _ 1
\$826.58	\$859.64

Expressed in \$ per 38 hour week

` Re~istered ,; Enterpr4tse Agreement

Industrial Re&trar

2.6 Career Paths and Training

a). The Appendix describes the role levels and career paths at Huntingwood. Against each role level are the requirements for progressions through the various levels. The requirements for each level must be completed before moving to that level.

b). Being assessed as competent in the performance criteria for a level is a pre-requisite for further training at a higher level. Employees will not be paid at a higher level until assessed as competent in all requirements at a given level. This needs to be consistent with available opportunities. Employees will have to formally apply for training to their shift manager prior to any training commencing as per the Arnott's Assessment procedure as determined from time to time. No training will take place without the prior approval of the manager.

2.7 Assessment

a). Assessment is the method used to measure the competency level of an employee against a set standard of skills and knowledge

b). An assessment will be made of the individual employee's skills and knowledge in relation to the level offered at Huntingwood.

c). As a result of the assessment the individual employee may be required to complete additional training to acquire the skills or knowledge needed to maintain the offered level. An employee may be re-assessed on an annual basis in order to ensure that competence has been maintained. While the employee may be required to undergo further training following this reassessment, there shall be no loss of pay or classification as a result of this re-assessment.

d). The assessment procedure will be in accordance with the Arnott's Assessment Policy as determined from time to time.

2.8 Progression

a). All training undertaken will include an assessment of what has been learnt. Progression will depend on successful assessment of competency. This will involve gathering evidence of the employee's skill and knowledge to demonstrate that the employee meets the competency criteria. This shall be in accordance with the Arnott's Assessment Policy as determined from time to time.

b). All employees seeking advancement will be assessed by a panel consisting of the following:

- Manager or Trainer
- Accredited Work place assessor competent at the skill being assessed • Union delegate, if requested

48

c). These assessments will be conducted at the request of the individual operator and advancement will be in accordance with the Arnott's Assessment Policy.

d). Where there are insufficient Operators on site at a particular level for a particular task another employee may be asked to perform the duties. This employee must be assessed as being competent in the particular task. Where the employee performs such higher duties for a period in excess of 2 hours that employee will be upgraded and paid at the higher rate of pay for the period they are engaged in the higher duties.

e). Employees will only be upgraded permanently to a higher level when a vacancy occurs. Employees may express a desire to train towards a higher level and be assessed as competent. When an employee is training

towards a higher level, there will be periods where the employee may be performing the duties of a higher grade. In this circumstance the employee will not be eligible for a temporary upgrade. The number of employees the company trains to a higher grade pursuant to this sub clause will be determined by the company.

2.9 Employee Involvement

The parties bound by this agreement acknowledge that their interests are mutually dependent. They have committed themselves to ensuring that consultation and cooperation are the basis for productive relationships between them.

The spirit and intent of consultation includes:

- The development of more effective communication.
- Developing a closer working partnership between the company and its employees.
- Increasing the profitability, competitiveness, efficiency and productivity of the business.
- Improving the work environment.
- Making the most effective use of new technology.
- The provision of appropriate levels of approved training.
- Developing a pleasant atmosphere for people to work in.

2.10 Equal Employment Opportunity

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.

49

Part Three: Logistics Facility Working Environment

Arnott's is committed to providing a pleasant workplace environment for its employees and being a good corporate citizen

3.1 Occupational Health And Safety

a). The parties appreciate the need to maintain and continually improve safety standards.

b). This will require all employees to:

- abide by the provisions of the relevant O H & S Act and to Company policy and procedures.
- be responsible for one's own safety and the safety of others
- participate in safety and housekeeping audits as required including the follow-up of actions to ensure their satisfactory completion

c). The parties agree to enhance safe working conditions by:

- promptly reporting any breakdowns or system failures and ensuring timely corrective action is taken
- keeping their immediate work area or department clean and free of litter.
- smoking only in areas designated by the Company.
- adopting and adhering to safe working practices and practices designed to reduce the risk of injury, including using protective clothing and devices.
- driving in a safe and defensive manner.

3.2 Arnott's Environmental Policy

a). Arnott's embraces the need to conduct its activities with concern for the human and natural environment.

b). We are committed to conduct our business in a manner that respects and protects the quality of the environment, striving toward limiting emissions to the water, air and land and the efficient use of resources.

c). Arnott's shall at all times operate as a good citizen, exercising due diligence to ensure compliance with all applicable environmental laws and regulations.

d). The parties agree to act responsibly by: • minimising waste.

- disposing of waste in a legal and Company approved manner.
- promptly reporting any potential environmentally damaging discharges or spillages.

Registered Enterprise Agreement

Industrial Registrar

50

3.3 Commitment to Fellow Workers

The parties agree to enhance workplace morale by:

a). respecting the rights of others and not acting in a fashion to provoke or antagonize others.

b). not discriminating against any person on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or staff position.

3.4 Cafeteria/Tea Rooms

A cafeteria will be available and there will be indoor and outdoor eating areas.

3.5 Car Parking

A designated employee car park will be provided.

3.6 Lockers and Showers

Lockers and showers will be provided for all employees at Huntingwood

3.7 Security

All employees will be issued with a security pass for access into the premises. These must be produced on request.

All persons entering the site must adhere to Company security procedures, including consenting to random bag and boot searches upon leaving the site.

3.8 Tools and Equipment

The company shall provide employees with such equipment as is necessary for the performance of all duties.

Registered Enterprise Agreement

Industrial Registrar

Part Four: Enterprise Agreement Formalities

This part details the formal aspects of the relationship between the parties to this Agreement.

4.1 Title

Section B of the Combined Agreement is the Arnott's Biscuits Limited, Huntingwood Logistics Facility, Enterprise Agreement 2003.

4.2 Definitions

For the purposes of Section B of the Combined Agreement the following words and expressions shall have the meanings as defined below:

"Employee" means a person employed by the Company in work performed at the Huntingwood Logistics Facility and whose terms of employment are determined by this Agreement.

"Company" means Arnott's Biscuits Limited.

"Huntingwood Logistics Facility" means the Logistics Facility of Arnott's Biscuits Limited located at 25 Brabham Drive, Huntingwood NSW.

"Site" means the Logistics Facility

"Union" means the National Union of Workers, New South Wales Branch (NUW).

4.3 Parties

This Agreement is made Between:

a). Arnott's Biscuits Limited ("the Company")

b). The employees covered under the classification definitions outlined in Appendix A to Section B working in the warehouse of Arnott's Biscuits Limited employed at the Huntingwood Logistics Facility ("the employees")

c). National Union of Workers NSW Branch

For the purposes of this agreement, the company recognises the National Union of Workers (NUW) as being the union that shall have exclusive representation of employees in related classifications who are covered by this agreement.

Registered Enterprise Agreement

Industrial Registrar

52

4.4 Coverage

Section B of the Combined Agreement covers employees of the Company working at the Huntingwood Logistics Facility, 25 Brabham Drive Huntingwood, who are covered by the classification definitions contained in Appendix A to Section B of this Agreement.

4.5 Term of Agreement

The parties state that this agreement has been reached without any duress being placed upon any party. The Agreement shall take effect from the date of its registration and shall expire on 1 October 2004.

4.6 Not to be Used as a Precedent

This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

4.7 No Extra Claims

It is a term of this agreement that all parties bound by this agreement will not pursue any extra claims during the life of this agreement. Any amount handed down by the Industrial Relations Commission of NSW during the life of this agreement will not increase the rates of pay contained in this agreement.

4.8 Previous Conditions of Employment

From the date of operation of this Agreement any award, side or other agreement, condition of employment or practice which might have previously existed or applied to employees, shall not apply.

4.9 Commitment to Negotiate Annualised Salary

The parties commit to the continuation of the negotiations on annualisation of salary, with the aim of reaching an agreement for the next enterprise agreement on that basis. If agreement is reached earlier, it may be

introduced by way of variation to this enterprise agreement. This does not represent a commitment by either party to such an agreement on such a basis, just to negotiate on such a basis.

4.10 Terms of Engagement

Employees shall be engaged on a permanent, part-time, fixed-term or casual basis.

The company can use casual and part time employees up to a level of 33% of total payroll hours of the Logistics Facility in any one month.

Permanent Employment

+1

Av'~'Ti;>.:_CiY 1!

:

a). Permanent employees will be employed on a weekly basis.,,

;i.duStTldil 1'

J's,

53

Part-Time Employment

a). A part-time employee means an employee who works between 16 and 32 hours per week on a permanent basis.

b). Employees who are employed part-time shall be paid the wages and benefits on a pro-rata basis for the hours worked and according to the relevant level:

c). A part-time employee shall be paid the following on a pro-rata basis: Shift Allowance, where applicable, Annual Leave, Public Holidays, Sick Leave, Long Service Leave

Fixed Term Employment

A fixed term employee shall be employed on the following conditions:• the period of employment shall be between 4 and 26 weeks

- the period of employment may be extended to 40 weeks by agreement with the delegates

- except where specified, all provisions of this Agreement relating to permanent employees shall apply to fixed term employees.

- the contract of employment in respect to fixed term employees shall be provided to the employee, in writing, at or before the commencement of employment and the contract shall contain the proposed date of termination.

Casual Employment

a). A casual employee shall be engaged by the hour on a day-to-day basis and paid as such.

b). Casuals will not work less than four (4) hours on each engagement. A casual employee may be terminated by one hours notice on either side.

c). Casuals will be used to cover fluctuations in demand, leave, and the normal function of line relief. There shall be no restrictions placed on where casual labour may be used.

d). The number or percentage of casuals may be increased over the agreed percentage during peak periods after agreement with the appropriate union representative(s).

e). Casuals shall be paid 15% in addition to the level at which they are employed

f). Casuals will be paid in addition 1/12 to provide for pro-rata Annual Leave Payments.

Registered

~ Enterprise Agreement

g). Casuals may be engaged through an employment agency.

Storeman Driver

Indti~t~' ;? __ar

If the company determines the need to utilise employees in this position the parties agree to meet and negotiate the implementation of such a change.

54

4.11 Termination of Employment

A permanent employee may be terminated in the following ways:

a). Without Notice: The Company may dismiss any employee without notice for theft, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.

b). With Notice: In all other circumstances on termination initiated by the Company an employee will receive 1 weeks notice or payment in lieu of notice.

4.12 Public Holidays and Sundays

a). All permanent and fixed term employees shall be entitled to the following Public Holidays without loss of pay, unless they are absent without reasonable excuse, the day before or after the Public Holiday:

New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queens Birthday, Labour Day, Christmas Day and Boxing Day.

b). All time worked on Christmas Day, Good Friday and Easter Saturday shall be paid for at treble time with a minimum payment of 4 hours.

c). All time worked on Sundays shall be paid for at double time with a minimum payment of 4 hours.

d). All time worked on Holidays (except Christmas Day, Good Friday and Easter Saturday) shall be paid for at the rate of double time and one half with a minimum payment of 4 hours.

e). (For employees employed on shiftwork) Where the majority of the ordinary hours of a shift falls on a public holiday, that shift shall be paid at the Public Holiday rate for the whole shift. Where a portion of a shift falls on a Public Holiday but the majority of the ordinary hours of the shift falls on another day, the whole shift will be paid at ordinary rates.

, Re;~i=tAred i~ Entfir; ri~,ey.? ;eement

Industrial Re ar

s

..~ ..w..~.....,r.._a-.._~.._____.._.._J

4.13 Annual Leave and Annual Leave Loading

a) Annual Leave shall be as prescribed from time to time in the New South Wales Annual Holidays Act, 1944.

b) An additional Annual Leave paid holiday (in lieu of Picnic Day) shall be taken;

c) An Annual leave loading of 17 1/2%, calculated on an employee's ordinary weekly rate of pay, will be added to an employee's payment for leave, provided that:

i) A Shiftworker will receive either the Annual Leave Loading or the relevant Shift Allowance, whichever is greater;

ii) Annual Leave Loading and Shiftwork Loadings are not cumulative.

iii) The loading is payable upon termination only in instances where the employee is terminated by the Company for a reason other than misconduct.

4.14 Long Service Leave

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

4.15 Sick Leave

A permanent or fixed term employee with more than 3 months service who is absent from work on account of illness or injury shall be paid sick leave on the following conditions:

a) The employee cannot receive sick leave if he/she is receiving Workers Compensation.

b) In order to minimise the disruption to the operation employees will contact the company prior to the normal commencement of their shift and in any event by the completion of their normally rostered shift. The employee shall make all reasonable efforts to notify the Company of the absence, the reasons for the absence and the expected time of return to work.

c) If (b) above is not followed by the employee then sick leave is not payable.

d) The employee shall be entitled to 5 days sick leave, in the first year of service and 10 days in the second and subsequent years.

e) The payment for any absence on sick leave, in accordance with this clause, during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payment shall be made.

~~ Registered

; Enterprise Agreement

56

Industrial Registrar

Single Day Absence

An employee who has had 4 single days absence in a year shall not be entitled to sick leave for a further day's absence unless a doctors certificate or other approved proof of illness is furnished to the Company.

Cumulative Sick Leave

Sick leave balances will accumulate from year to year for a period of twelve years and may be claimed for periods of extended illness provided necessary medical documentation is supplied.

Definition of Year

For the purpose of this clause "year" shall mean the period between the anniversary of the commencement of employment in one year and the anniversary of the commencement of the employment of the next year.

4.16 Personal/Carer's Leave

An employee, other than a casual employee can take personal/carer's leave on the following conditions:

a) The employee can:

i. use accrued sick leave;

- ii. use accrued annual leave in single days only of up to 5 days per year (but not annual leave during a shutdown period);
- iii. take unpaid leave;
- iv. take time off in lieu of payment for overtime;
- v. take time off in advance and make up those hours at a later time.

b) Except where the employee uses accrued sick leave, the employee must obtain the consent of the employer to take personal/carer's leave.

c) The leave can only be taken to provide care and support to a person who is:

- i. the spouse of the employee
- ii. the de facto spouse of the employee of either the opposite or same sex, who lives with the employee
- iii. the:

child or adult child (including an adopted child, step child, foster child or ex-nuptial child) or grandchild; or parent (including a foster parent and legal guardian) or grandparent; or

sibling of either the employee or the ~ie f~or~ employee~,+' 1;-;1stered

~"1=erPrise Agreement

57 IndUStrial Registrar

iv. related to the employee by blood or marriage who lives in the same household.

d) If the employee uses sick leave as personal/carer's leave the employee must:

i. if practicable give the employer advance notice of intention to take the leave and the following details and if not practicable, on the first day of the leave telephone the employer with the following details:

name of the person requiring care relationship of the person to the employee reason for taking the leave estimated length of absence

ii. produce a medical certificate or statutory declaration specifying:

the illness of the person

that the illness requires the care of another person

e) If an employee takes annual leave as personal/carer's leave in single day absences, the employer and employee can agree to defer payment of annual leave loading until 5 consecutive annual leave days are taken.

f) If an employee wishes to take time off as personal/carer's leave in lieu of payment for overtime:

i. the employee must tell the employer he or she chooses to do so for the next 12 months

ii. time taken off during ordinary time hours is to be taken at the ordinary time rate

any overtime not taken as leave during the 12 month period will

be paid eiti her at t1 ie end vf tl ie I 2 month period or on termination

g) if an employee takes time off as personal/carer's leave and later makes up time:

i. time taken off during ordinary hours will be worked later during ordinary hours at the ordinary rate of pay;

ii. time taken off by a shift worker will be worked later at the shift

work rate equivalent to the hours taken off.

Unpaid Leave for Family Purpose for Personal/Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support of a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (15) who is ill.

Annual Leave for Personal I Carer's Leave

a) An employee may elect with the consent of the employer subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods of part thereof, in a

a time or times agreed by the parties. ~ Registered Fnterprise Agreement

58

Industrial Registrar

b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.

c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

Time Off in Lieu of Payment for Overtime for Personal/Carer's Leave

a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

c) If, having elected to take time as leave, in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.

d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

Make-up Time for Personal/Carer's Leave

a) An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

b) An employee on shift work may elect, with the consent of the employer, to work 'make-up time' (under which the employee takes time off ordinary hours and works those hours at a later time) at the shift work rate which would have been applicable to the hours taken off.

4.17 Payment of Wages and Allowances

All wages and allowances shall be paid weekly, by electronic funds transfer into agreed financial institution account(s).

Wage details, including deductions etc, shall be provided to en. writing, on or prior to pay day.

Registered Enterprise Agreement

4.18 Hours of Work

Industrial Registrar a) The hours of work at the Huntingwood Logistics Facility will be based on the commitment of all parties to the enhancement of the flexibility of the operation through improved work patterns and arrangements.

59

b) Hours of work will be flexible so as to maintain a synchronised operational arrangement between the production facility and the Logistics Facility and our customers.

c) The parties are committed to ensuring that all operations can run continuously (for example. picking, robotic sortation, induct). This is to be achieved by staggering breaks whether paid or unpaid in order to meet the operational requirements of the business. No employee shall object to staggering their meal break.

d) Hours of work will be recorded via a Bundy clock.

e) No employee can work more than twelve consecutive hours including overtime without an eight hour break unless specifically approved by Management.

f) Ordinary Hours

i. The ordinary hours shall be based on a 38-hour week to be worked between Monday and Friday.

ii. This Enterprise Agreement does not deal with the matter of work on Ordinary Hours on Saturday. If the company determines that they require the introduction of Saturday work as part of ordinary hours, the parties agree in principal to meet and negotiate the implementation.

9)

Day Work

Day workers shall work their rostered shift of eight (8) hours between 6:00 a.m. and 6:00 p.m. Monday to Friday. Day workers shall take an unpaid meal break of 30 minutes each day. In addition Day workers shall be allowed two paid 10 minute breaks each day.

Key Definitions

i. "Afternoon Shift" means any ordinary rostered shift finishing after 6.00 p.m. and at or before midnight.

ii. "Night Shift" means any ordinary rostered shift finishing after midnight and at or before 8.00 am.

iii. "Rostered Shift" means a shift of which the employee has had at least seven days notice in writing. The above notice can be waived by agreement between the Company and the affected employees.

i) Three Shift Operation

i. If the company wishes to introduce a three shift automated picking operation, the Parties agree to immediately meet and negotiate in good faith, the terms and conditions of this change including the Memorandum of Understanding dated 22 September 1997, which will remain in force for the life of the agreement or until the matter is resolved.

Registered Enterprise Agreement

Agreement

60 Industrial Registrar

ii. Both parties agree if the matter cannot be resolved within a nine week period, either Party is entitled to follow the conflict resolution procedure.

iii. Nothing in this subclause shall effect the night shift robotic sortation operations.

j) Crib Breaks

Each shiftworker shall be allowed 20 minutes each shift for a crib break which shall be counted as time worked. In addition shift workers shall be allowed two paid 10 minute breaks each shift.

k) Shift Allowance

Afternoon Shift~ Night Shift~ 17% 30%

l) Variation of Hours

Start and finish times and normal days of work can be varied by 7 days notice from the company to the employee(s) concerned or by mutual agreement between the Company and the employee affected or majority of affected employees in the section or sections concerned.

m) Rostered Day's Off

A Rostered Day Off (R.D.O.) entitlement will accrue on a designated day for every 152 ordinary hours worked in a four-week period. The designated day will be stipulated by the company.

This day can be taken with the agreement of the company in the following ways:

*taken as time off on the designated day *worked at normal time rates

*accrued

iii. Unless the employee makes a request in advance to management it will be assumed that the RDO entitlement will be taken as time off.

An employee can choose to work an RDO entitlement and in these circumstances the RDO will be paid at normal time rates.

v.

If an R.D.O. is to be accrued the employee must notify the superintendent or manager. No more than ten (10) R.D.O. entitlements can be accrued at any one time. Balances in excess of ten (10) RDO's will be automatically paid out at normal time rates unless agreed by management.

An employee wishing to take accrued RDO entitlements must apply as per annual leave notification procedures.

Re~istered

!!

Enterprise Agreement

61 'I

Industrial Registrar

4.19 Overtime

a) All work performed outside 8 hours a day or the employees commencement and finishing times of ordinary hours shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

b) When calculating overtime each day shall stand alone.

c) Overtime rates shall be paid in lieu of and not additional to shift allowances expressed in this Agreement.

d) The Company may require employees to work reasonable periods of overtime.

e) Overtime will be organised and rostered by the company to reflect the operational requirements of the business.

f) When overtime is offered to an employee, the expected duration of the overtime will be indicated and the employee must be prepared to work this time. Once accepted by the employee, this overtime must be worked unless the employee has a legitimate reason for not doing so.

g) Only for overtime immediately prior to Day Shift or immediately following Afternoon Shift, subject to the clauses above, will overtime be first offered to permanent employees working their respective shifts. This provision will only apply where the duration of the overtime does not exceed four hours.

h) On all other occasions and excluding Weekend work as detailed below there is no requirement to offer overtime to permanent employees prior to engaging casual labour.

Weekend Work

a) Weekend Work covers the period from end of the last ordinary rostered shift that started on Friday until the start of the first ordinary rostered shift on Monday.

b) Any overtime hours worked during this period will first be offered to permanent, part time and fixed term employees.

c) All overtime worked on a Saturday shall be paid at normal overtime rates with a minimum payment of 4 hours. All overtime worked after 1 shall be paid at double time.

Re gateired Enterprise Agreement

Meal Times on Overtime

k;

urs after their normalf~

a) An employee required to work overtime for more than 2 h finishing time shall be allowed a crib break of 20 minutes without loss of pay, provided that:

- i. the crib is taken no later than 4 hours after commencement of overtime.
- ii. a further crib break of 20 minutes shall be allowed without deduction of pay after each further 4 hours of overtime worked provided that work continues after the break.

62

b) The parties are committed to ensuring that the operation runs continuously. This is to be achieved by staggering all breaks to meet the operational requirements of the business.

Overtime Meal Allowance

An employee required to work overtime for a continuous period of 2 hours or more on any day and who was not advised on the previous day or earlier of the requirement, shall be given a meal or paid \$8.60. The meal allowance shall be payable after each further 4 hours continuous overtime worked.

Rest Period After Overtime

a) When overtime is necessary, it should be arranged so that employees have at least 8 consecutive hours off duty between the work of consecutive days.

b) An employee (other than a casual) who works so much overtime between termination of ordinary hours on one day and the commencement of ordinary hours on the next day that he/she has not had 8 consecutive hours off duty shall be released until he/she has had 8 consecutive hours off duty without loss of pay for ordinary working time.

c) An employee may only commence work without having 8 consecutive hours off duty with prior agreement of management. Where prior agreement has been given for an employee to commence work without 8 consecutive hours off duty the employee shall be paid at the rate of double time until released from duty at which time he/she shall be entitled to be absent until he/she has had 8 consecutive hours off duty.

Agreement

4.20 Bereavement Leave

regional

a) A permanent, part-time or fixed term employee shall be entitled to a maximum of three days without loss of ordinary pay for a death of an employee's immediate family.

b) Such an employee shall also be entitled to the provisions of sub clause (a) if the employee travels outside of Australia to attend the funeral, and produces satisfactory evidence of such.

c) An employee's immediate family includes: husband, wife, father, mother, brother, sister, child, parents-in-law, step-parents, brother-in-law, sister-in-law, grandparents, defacto relationships and same sex partners.

4.21 Allowances

a) Where the Company has appointed an employee who holds a certificate issued by St. John Ambulance, or other similar body, as a first aid attendant, a First Aid Allowance of \$8.00 per week shall apply.

b) The Company will comply with New South Wales State Act and Regulations from time to time in force in respect of First Aid Attendants, First Aid boxes and First Aid rooms.

63

c) Employee representatives on one or more formal committees as defined by Management, will be paid a weekly allowance of \$7.50.

d) Employees can only accumulate one allowance and will not be paid overtime should this occur due to meetings being outside their normal hours of work. Meeting times may be varied to suit membership.

Should an employee continue on overtime after a meeting concludes, then the appropriate overtime rate will be applied.

4.22 Right of Entry for Union Officials

Right of entry shall be afforded to accredited union officials who shall be accorded every courtesy when visiting the site.

4.23 Parental Leave

The NSW State legislation provision in relation to parental leave will apply.

4.24 Jury Service

A permanent or fixed term employee required to attend for jury service during ordinary working hours shall be reimbursed by the Company the difference between his/her ordinary time earnings and his/her payment for attendance for such jury service.

4.25 Disciplinary Procedure

a) Counselling and discipline should be corrective in nature. The purpose of discipline is to obtain compliance with the established rules of conduct. To support this approach, except in cases of misconduct the following warning procedure shall apply before an employee is dismissed;

- i. Firstly a verbal warning shall be recorded on the employee's file.

- ii. On a second disciplinary occurrence a first written warning shall be given.
 - iii. On a further disciplinary occurrence a final written warning shall be given.
 - iv. Further instances of unsatisfactory behaviour or performance shall leave the employee liable to dismissal.
- b) The Company may bypass one of the steps above should the seriousness of the situation warrant it.
- c) Warnings shall be issued in formal surroundings with the employee having the opportunity to have a delegate present.
- d) Each written warning shall outline the nature of the unsatisfactory behaviour or performance.
- e) Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature.
- f) The Company disciplinary procedure shall not apply in a misconduct. Misconduct may result in dismissal without notice. Registered Enterprise Agreement

64

11 Industrial Registrar

4.26 Conflict Resolution

- a). The parties to the Agreement intend to eliminate disputes and grievances which result in conflict. The aim of the procedure is to resolve disputes through a process based on consultation and negotiation at the closest point to where the dispute occurs.
- b). During the steps outlined in (c) all work will proceed normally at all times and consideration of the needs of the enterprise will remain a priority.
- c). The matter/s in dispute shall be dealt with in accordance with the following procedure:
 - i. Any dispute shall first be dealt with by the employee/s concerned and the immediate supervisor.
 - ii. Failing settlement at this level the union delegate, employee/s and site management shall meet in an attempt to resolve the issue.
 - iii. Failing settlement at this level, the delegate shall refer the dispute to the relevant Union organiser who shall take the matter up with site management. All efforts shall be made at this level to settle the dispute.
 - iv. At any time either party shall have the right to notify the dispute to the Industrial Relations Commission.
 - v. Reasonable time limits will be allowed for the completion of the procedure. The emphasis being on a speedy resolution of disputes.

4.27 Relationship to Parent Award

This agreement recognises the Storeman and Packers (state) award as the parent award for employees covered by this agreement.

Registered Enterprise- Agreement

Industrial Registrar

Appendix "A" to Section B

ROLE LEVELS: Hunting wood Logistics	
Role Level	Criteria
Level 1 An employee will start at this level and progress to level 1 a once they are deemed to be fully competent At level 1 employee will work either under direct or indirect supervision and will be expected to exercise minimal judgement	All employees classified at this level are expected to demonstrate competence in the following Completed workplace induction Basic level of numeracy and literacy Be able to follow both written and verbal work instructions Workplace Induction (includes) New Employee Booklet Site orientation Organisation of uniforms, etc. E.A. booklet Overview of E.A. content Workers Compensation procedures Emergency evacuation procedures
ROLE LEVELS: Hunting wood Logistics	
Role Level	Criteria
Level 1a	To be classified as a level 1 employee a person must have competently completed the following:

At level 1 a employees will work either under direct or indirect supervision and will be expected to exercise minimal judgement	Manual Handling Equipment (Hand operated mobile plant) module (excludes forklift) Shift Materials Safely module The Workplace Calculations modules
---	--

ROLE LEVELS: Hunting wood Logistics

Role Level	Criteria
Level 2 At level 2 employees will work either under direct or indirect supervision and will be expected to exercise minimal judgement	All employees at this level are required to have competently completed all Level 1a requirements. In addition, to become a Level 2 you must fully and competently complete the following Mechanical materials handling (mobile powered plant) module (excludes forklifts) Work Place Communication and Work Effectively with Others modules Occupational Health and Safety module Conduct Housekeeping Activities module A minimum of 3 Workplace technical models from Group A

IRL,:

s'r's tr_rej

v

I

111d1rstria i?c,g;;str'U

66

ROLE LEVELS: Hunting wood Logistics

Role Level	Criteria
Level 3 At level 3 employees will work under indirect supervision and will be expected to exercise some workplace discretion	All employees at this level are required to have competently completed all Level 2 requirements. In addition, to become a Level 3 you must fully and competently complete the following All workplace technical modules from Group A Complete one of the following as required by the needs of your team, shift or the business needs (one of these counts for both levels 3 & 4) a) Workplace Assessor b) Instructional skills (level 1) c) Occupational Health & Safety Committee training OR Complete two of the following as required by the needs of your team, shift or the business needs a) Giving & Receiving feedback b) Building a foundation of trust c) Proactive listening d) The basis principles e) Problem solving f) Managing your priorities g) Moving from conflict to collaboration h) Resolving customer dissatisfaction i) Basic computer training on Word j) Basic computer training on Excel

NOTE: This list is not exhaustive and other courses which meet the business needs MAY be considered

67

1?e~"-~-stc-rcrd , b`rltC'St3ilz,;

ROLE LEVELS: Hunting ood Logistics	
Role Level	Criteria
<p>Level 4</p> <p>At level 4 employees will exercise a level of discretion and judgment within workplace guidelines, policies and work instructions</p> <p>A Level 4 position is by appointment only as positions become available</p>	<p>All employees at this level are required to have competently completed all Level 3 requirements. In addition, to become a Level 4 you must fully and competently complete the following</p> <p>A minimum of 3 workplace technical modules from Group B Cranes</p> <p>For those people who have undertaken one of the following courses you are not required to do any further training at this level</p> <p>a) Workplace Assessor b) Instructional Skills (Level 1) c) Occupational Health & Safety Committee training</p> <p>Complete one of the following as required by the needs of your team, shift or the business needs, in addition to the one previously completed</p> <p>a) Giving & Receiving feedback b) Building a foundation of trust c) Proactive listening d) The basis principles e) Problem solving f) Managing your priorities g) Moving from conflict to collaboration h) Resolving customer dissatisfaction i) Basic computer training on Word j) Basic computer training on Excel</p>

NOTE: This list is not exhaustive and other courses which meet the business needs MAY be considered
68

ROLE LEVELS: Hunting wood Logistics	
Role Level	Criteria
<p>Level 5</p> <p>Coordinator</p> <p>This position is by appointment when a position is available</p>	<p>To be classified as a level 5 employee a person must have competently completed level 4 and the following:</p> <p>A minimum of 6 Strand B workplace technical modules Advanced module on WCS & BPCS Detailed knowledge of the alarms Demonstrated ability to maintain and troubleshoot on all machinery and plant</p> <p>At level 5 employees will exercise a level of discretion and judgment within workplace guidelines, policies and work instructions</p>

1 R ,ist~~'e~ F.~t~ri'

i1 5e ~ ~`t~Zee`t4L'i

Workplace Technical Modules

Workplace Technical modules are instructional manuals which explain how to operate the specific pieces of plant and equipment and other related information.

GROUP A GROUP B

Pick and process Orders: Pickface Participate in Stocktake Operating

Pick and process Orders: HLOP Operate a packaging system: Robot

Operating Operating

Despatch stock: Metro palletising & Despatch Stock: Merge Operating Vans

Despatch Stock: Wrapping Despatch Stock: Interstate clerical duties
Unload & Load Goods: Country Loading Despatch Stock: Metro Clerical duties
Unload & Load Goods: Interstate Despatch Stock: Export Loading
Mechanical Materials Handling: Forklift Receive Goods: Induct Operating
Pick & Process Orders: Pack/Rework Gash Office Duties

Section C - "The Security Employees Agreement"

A Application and Operation of Agreement

1 Title

This agreement will be referred to as the Arnott's Biscuits Limited Security Employees Enterprise Agreement.

2 Arrangement

1. Title

2. Arrangement 3. Parties

4. Definitions 5. Coverage

6. Term of Agreement

7. Renegotiation of Agreement 8. No Extra Claims

9. Not to be Used as a Precedent 10. Equal Employment Opportunities 11. Occupational Health and Safety 12.

Classification and Rates of Pay 13. Hours of Work

14. Payment of Wages 15. Termination of Employment 16. Superannuation

17. Training 18. Annual Leave 19. Sick Leave

20. Personal/Carer's Leave 21. Parental Leave

22. Compassionate Leave 23. Long Service Leave 24. Public Holidays

25. Jury Service

26. Disputes Procedure 27. Disciplinary Procedure 28. Signatories

3 Parties

Registered

Registered Agreement

The parties to this Agreement are:

Registrar

Arnotts Biscuits Limited (the Company);

The National union of Workers, New South Wales Branch (the union); and

All employees engaged as Security Officers who are employed by the Company at the Company's Huntingwood site (the employees)

70

4 Definitions

Definitions relevant to this Section of the Agreement:

Security Officer as referred to in this Agreement are those employees covered by this Agreement and responsible for the security of the Arnott's Biscuits Huntingwood site.

(ii) Huntingwood site referred to in this agreement is the Arnott's Biscuits Huntingwood manufacturing facility and Customer Services Centre grounds in their entirety.

(iii) Salary is the remuneration structure based on an annualised salary inclusive of all extra payments and allowances other than those set out in Clause 12 of this agreement.

(iv) Team refers to the Arnotts Biscuits Limited Huntingwood Security Officers team.

5 Coverage

The Section of the Combined Agreement covers Security Officers working at the Arnotts Biscuits Limited Huntingwood site and replaces all previous awards, agreements and arrangements.

6 Term of Agreement

The Agreement shall come into force from date of registration and shall expire on 1 October 2004.

7 Renegotiation of the Agreement

The parties undertake to commence negotiations for renewal of this Agreement at least three (3) months prior to its expiry.

8 No Extra Claims

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

9 Not to be Used as as Precedent

This Agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other site or enterprise.

10 Equal Employment Opportunities

Arnott's is committed to providing an environment that promotes equal employment opportunities. This Agreement shall comply with all relevant legislation in this regard.

11 Occupational Health and Safety

The parties shall comply will relevant OH & S legislation in relation;to,the workplace.

i

B Employment Arrangements

12 Classification and Rate of Pay

All employees will have the title of Security Officer and will be paid an annual salary.

The annual salary of a Security Officer shall be \$45,345.00

This rate will be paid on a weekly basis and shall come into effect from the date of registration of this Agreement and be applied from 1 December 2002.

From 1 March 2003 a Security Officer employed under this Agreement shall be entitled to be paid an annual salary of \$46,345.00 upon the successful completion and assessment of an agreed set of competencies developed by the parties.

From 1 December 2003 the annual salary of a Security Officer shall be \$47,159.00 or \$48,699.00 if the Security Officer has completed and can demonstrate that they have maintained the competencies set out above.

Any additional work performed outside of rostered hours (as per Clause 13) shall be paid, in addition to the annual salary, the following rates for each hour worked.

As from 1 December 2002 - \$26.90/hour As from 1 December 2003 - \$28.25/hour

Additional hours shall not include work performed as part of usual coverage arrangements such as awaiting relief, late changeovers etc. Security Officers will obtain authorisation as required by the Company before working additional hours. Preference for additional hours shall be initially offered to Security Officers not on shift.

13 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 as required by the Company. This may include work by Security Officers 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 may be of up to 12 hours' duration according to the roster.

(iii) The security team may be encouraged to be a self-directed work team where team members are flexible in ensuring that the security requirements are met however the Company retains the right to determine rosters to meet operational requirements. 1';

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 Company and communicate to the team that the change has taken place. All shift exchanges shall be subject to operational requirements.

14 Payment of Wages

Wages will be paid weekly by electronic funds transfer into a bank, building society or credit union account as nominated by the employee.

(ii) Once determined the Company shall not change pay day without at least 14 days notice or less by agreement with affected employees.

15 Termination of Employment

A permanent employee may be terminated in the following ways:

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 week's salary in lieu of notice.

16 Superannuation

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

17 Training

The Company may provide training to Security Officers as part of developing and maintaining skills necessary to the completion of their duties.

Security Officers will attend training if required outside of rostered hours for up to 12 hours in any year without additional payment. These hours shall not accumulate from year to year. Any additional training required beyond these hours shall be paid in accordance with the rate set out in Clause 12 of this Agreement.

17,

A

'; zsfz-e~ {Tx~ .~

~ - ~ment

73

C Leave Arrangements

18 Annual Leave

Each employee shall be entitled to 192 hours of annual leave for every completed year of service. All annual leave must be reported to the Company for approval and inclusion in the roster.

Where working as part of a self directed work team all employees are required to arrange 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.

19 Sick Leave

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

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/s may be addressed through the disciplinary procedure in this Agreement.

20 Personal/Carer's Leave I

The NSW State legislation provisions in relation to Personal/Carer's Leave will apply' _

21 Parental Leave

The NSW State legislation provisions in relation to Parental Leave will apply.

22 Compassionate Leave

Employees may take up to three days leave for reasons of a compassionate nature such as bereavement or pressing personal need. The employee must provide satisfactory evidence, if required by the Company, to receive payment for this leave.

23 Long Service Leave

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

74

24 Public Holidays

Where the site requires security, Security Officers will be required to work Public Holidays according to the roster.

The days on which the following days fall will be observed as public holidays:

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day or any other gazetted public holiday.

25 Jury Service

An employee shall be allowed leave of absence during any period when required to attend for jury service.

During such leave of absence, an employee shall be paid the difference between the jury service fees received and the employee's rate of pay as if working.

An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

—

D Communication Of Disputes And Disciplinary Procedures

26 Disputes Procedure

The parties will endeavor to eliminate disputes and grievances from the workplace where possible.

Any matter arising out of his or her employment which gives concern to an employee should be raised by the employee with the Company representative appointed for this purpose.

(ii) If the matter is still unresolved it shall be referred to the site Human Resources Manager for resolution. The Human Resources Manager may refer the matter to the appropriate senior manager if the nature of the matter requires it. At any stage the employee may refer the matter to the Union organiser who may take the matter up with the Company.

(iii) If the parties are not satisfied with the outcome the dispute may be referred to the Industrial Relations Commission for resolution.

(iv) Work shall continue as normal during the resolution of the dispute.

27 Disciplinary Procedure

Counselling and discipline should be corrective in nature. The purpose of discipline is to obtain compliance with the established rules of conduct. To support this approach, except in cases of serious misconduct the following warning procedure shall apply before an employee is dismissed;

- Firstly a verbal warning shall be recorded on the employee's file

On a second disciplinary occurrence a first written warning shall be given

Further instances of unsatisfactory behaviour or performance shall leave the employee liable -ILO dismissal

(ii) The Company may bypass one or any of the above steps should the seriousness of the situation warrant it as an alternative to dismissal.

(iii) Warnings shall be issued in formal surroundings with the employee having the opportunity to have a delegate present.

(iv) Each written warning shall outline the nature of the unsatisfactory behaviour or performance. Warnings shall be reviewed after 6 months and will be considered lapsed if sufficient improvement is deemed to have been made.

(v) Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature.

(vi) Except in the case of newly appointed employees on probationary terms, the Company shall not invoke the disciplinary procedure in relation to absenteeism until an individual has exceeded ten days' absence in any one calendar year.

(vii) The Company disciplinary procedure shall not apply in a case of serious misconduct. Serious misconduct may result in dismissal without notice. Enterprise Agreement

76

Industrial Registrar

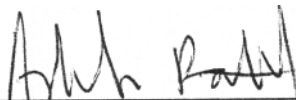
Signing of the Agreement

Signed for and on behalf of Arnott's Biscuits Limited

PLANT MANAGER

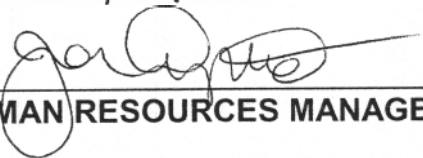
Date:

5/01/03



LOGISTICS MANAGER

Date: 07/01/03



HUMAN RESOURCES MANAGER

Date: 'n (' / 0 Lc'

Signed for and on Behalf of the

National Union of Workers, New South Wales Branch

Delan

Date: *23/12/02*

STATE SECRETARY

emy Boland

WITNESS u'

R

Date: *23/12*

agXE ...i vllf
u: "t-al Registrar