

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA01/267**

**TITLE: Players Biscuits and S.Alexanders Chocolates Miranda Operation  
Enterprise Agreement 2001**

**I.R.C. NO: IRC01/5304**

**DATE APPROVED/COMMENCEMENT: 21 August 2001/ 1 April 2001**

**TERM: 29 Months**

**NEW AGREEMENT OR  
VARIATION: New**

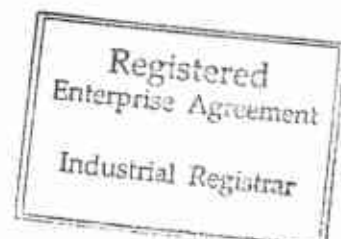
**GAZETTAL REFERENCE: 5 October 2001**

**DATE TERMINATED:**

**NUMBER OF PAGES: 20**

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees at Players Biscuits Plant (106-128 Parraweena Road, Miranda) and Smithfield Warehouse (39 Britton Street, Smithfield)**

**PARTIES: Players Biscuits Pty Limited -&- National Union of Workers, New South Wales Branch**



Registered ..  
Enterprise Agreement  
Industrial Registrar

**PLAYERS BISCUITS  
and  
S. ALEXANDERS  
CHOCOLATES**

**FACTORY OPERATIONS  
ENTERPRISE AGREEMENT**

**APRIL 2001**



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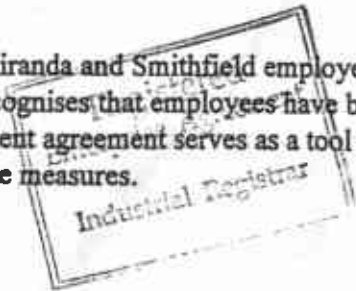
**APPENDICES**

1. REDUNDANCY POLICY
2. COMPANY POLICIES
3. CLASSIFICATION STRUCTURE

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## 1. COMMITMENT OF THE PARTIES

- 1.1. The Players Biscuits goal is to become a leader in Biscuits and Chocolate making, the preferred biscuit/chocolate supplier to our customers, a preferred customer to our suppliers and to involve and develop employees in the continuous search for improvement.
- 1.2. This Agreement has been put together in a way such that the Miranda and Smithfield employees play key roles in achieving Players Biscuits future. In doing so it recognises that employees have both rights and responsibilities in their employment and that this employment agreement serves as a tool for continuously improving against cost, quality, service and people measures.



## 2. SCOPE

- 2.1. This Agreement will apply to all employees at Players Biscuits Plant (106-128 Parraweena Road, Miranda) and Smithfield Warehouse (39 Britton Street, Smithfield). The groups responsible for signing this agreement are Players Biscuits and the National Union of Workers (NSW Branch).
- 2.2. Any provisions of The Storeman and Packers (State) Award and the Biscuit and Cake Makers (State) Consolidated Award not specifically addressed by this agreement shall, for the purpose of maintaining this agreement, continue to apply where appropriate. Where a matter is not referred to in this agreement or the parent Award(s) it is understood that the appropriate legislative requirements apply eg. Long service leave, maternity leave, equal employment opportunity, etc.
- 2.3. General industrial issues arising outside the Company's operations will not be used to adversely affect the Company's operations for the life of this agreement.
- 2.4. This Agreement will apply from 1/4/2001 to 30/09/2003. Negotiations for the next Agreement will commence no later than 01/07/2003, with the aim to be finished by 30/09/2003.

## 3. TERMS OF EMPLOYMENT

### 3.1. Full - Time Employees

3.1.1. Full Time employees are those engaged for 40 hours (less 2 hours for RDO) per week and who have preference for all work on their shift.

3.1.2. Should staff choose to work 7 days continuously for overtime and regularly not report in for work the following day then the Counselling Procedure contained at Clause 20 will be used.

### 3.2. Part Time Employees

3.2.1. Part time employees are engaged for less than 38 hours per week. Part time employees are guaranteed a minimum of four hours' work for any one call in, and will be offered a minimum of twenty hours per week or paid a minimum of twenty hours pay

3.2.2. In addition to receiving the normal rate of pay for the position, pro-rated for the hours worked, part-time employees will also receive pro-rata entitlements for sick leave, annual leave, annual leave loading, public holidays, bereavement leave, and long service leave based on their actual time worked over one year (from anniversary date to anniversary date).

### 3.3. Casual Employees

3.3.1. Casual employees are those employed on each occasion on which they perform work.

3.3.2. Casual employees are guaranteed a minimum of four hours work for any one call in. All casual employees will receive a loading of fifteen per cent. In addition Casual employees are paid an amount equal to one-twelfth of their the rate shown below in lieu of Annual Leave. Casual rates are calculated using the appropriate Level rates contained in this Agreement.

3.3.3. A casual employee must be available for work across all three shifts. The Company will not unreasonably require casuals to change between shifts

3.3.4. Any casual employee who does not call in to the office to check on labour requirements for three consecutive working days without adequate reason will no longer be considered as a Players casual employee. Special circumstances will be taken into consideration.

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#### 4. HOURS OF OPERATION

##### 4.1. Spread of Hours (All Employees)

4.1.1. The ordinary hours of work for all Production employees under this Agreement will be an average of 38 hours per week, Monday to Friday. The spread of hours shall be:

Day	06.00 am. - 02.30 pm (5 min clean – 30 min. lunch not paid)
Afternoon	02.20 pm. - 10.20 pm (including 20 min. paid meal break and 5 min clean)
Night	10.10 pm. - 06.10 am (including 20 min. paid meal break and 5 min clean)

4.1.2. Continuity of Operation - Shifts will be so arranged to allow continuity of operation. No employee will cease work until such time as a relieving employee is available for work. The Company will do all things reasonably necessary to relieve the employee as soon as possible. Overtime rates will apply if you are to wait for someone to relieve you at the end of your shift. A minimum of 15 minutes overtime will be paid after working 10 minutes past the end of the shift (including wash up time). An employee will only be required to stay for thirty (30) minutes (inclusive of wash-up time), unless exceptional circumstances prevent them from doing so.

4.1.3. Relievers. Paid time for relievers includes five (5) minutes wash-up time at the end of each period of work.

4.2. Each permanent employee will be entitled to accrue rostered days off (RDO's) in addition to their annual leave entitlements, and public holidays with the following conditions:

4.2.1. Days off will be agreed between the employee and his/her Supervisor taking into account the needs of the business. The supervisor will do his/her best to accommodate the date requested consistent with manufacturing requirements and employee availability.

4.2.2. Where business conditions dictate, the Company may request the employees of a section or sections to take one of these days off on a specific date.

##### 4.3. Overtime (Monday - Friday)

4.3.1. All time worked over 8.0 hours per day or outside the spread of hours shall be paid for at the rate of time and one-half for the first two hours and at the rate of double-time thereafter.

4.3.2. Overtime is paid for in 15 minute intervals, with a minimum of 10 minutes (inclusive of wash-up time) to be worked in each 15 minutes for payment.

4.3.3. In the interests of health and safety, the company may limit the total time an employee attends work (i.e. working "double" shifts). No employee will be asked to work or be rostered to work if he or she has not had 10 consecutive hours rest between the termination of work and the next commencement of work.

4.3.4. An employee who is required to work over-time for more than two hours shall be allowed a 15 minute paid break. This break may be taken at an agreed time between employee and supervisor.

4.3.5. Where an employee has not been notified on at least the previous shift to work overtime, they will be entitled to the payment of one meal allowance after two hours' continuous work regardless of the duration of the overtime.

4.3.6. Call-outs: A call out is a return to work at the request of the company to work a shift or part shift, where the employee has not been notified prior to ceasing their previous shift.

4.3.7. A call out starts from the time the call is received by the employee where there is agreement to come in as soon as possible for up to a maximum of one (1) hour of being called.

## 5. BREAKS

5.1. Meal breaks will be co-ordinated by the relevant Supervisors on each shift.

5.2. Tea Break - Two (2) paid tea breaks of ten (10) minutes (inclusive of wash-up time, may be taken in a way that prevents production stopping. The tea breaks should be taken separately from the meal break. Supervisors will ensure that the Tea Breaks are maintained at ten minutes each.

5.3. Other Breaks - Any other breaks must be approved by the employee's supervisor or a person the supervisor has asked.

## 6. RATES OF PAY

### 6.1. Rates of Pay

6.1.1. From the first full pay week after 1/4/2001 the new rates of pay will include the 2.5% increase as shown by the table in Appendix 3.

### 6.2. Allowances

Meal Allowance: \$7.93

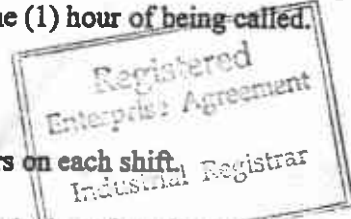
Note: Meal Allowance will increase in accordance with the percentage increases in wages as contained in the table in Appendix 3.

Shift Loadings:	Afternoon Shift	15.0%
	Night Shift	30.0%

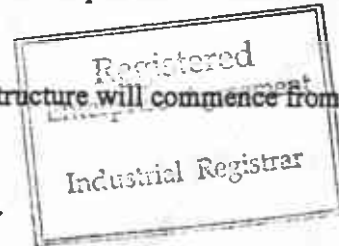
First Aid Allowance: \$10.00

## 7. CLASSIFICATION STRUCTURE

7.1. This agreement sees the introduction of a process to develop a skills based classification structure. The aim of this structure will be to encourage and facilitate broad banding skills.



- 7.2. Central to having a skills based structure is flexibility and continuously improving productivity. Employees will perform work on the basis of their knowledge skill and competence. Players Biscuits gives its commitment to providing the training resources and learning opportunities to enable employees to perform better and grow in competence.
- 7.3. It is agreed that discussions regarding the skills based classification structure will commence as soon as practicable following the ratification of this Agreement, and the parties are committed to introducing an agreed structure within a twelve (12) month period.
- 7.4. Any changes in pay resulting from a revised classification structure will commence from the date the new structure is implemented.
- 7.5. Rates of pay are contained at Appendix 3 to this Agreement.



## 8. STAFFING LEVELS

- 8.1. Crewing levels: All crewing levels will be workload based and previous practices that served to restrict or inhibit the ability of the operation to increase performance or flexibility between jobs or across shifts shall no longer operate. This clause should be read in conjunction with Clause 14 Introduction of Change.
- 8.2. People leaving: It is accepted that during this Agreement resignations and retirements will take place. In such circumstances replacement will not be automatic. The decision of whether to replace particular jobs will be based on the Company's workload assessment consistent with continuously improving employee productivity.

## 9. HOLIDAYS AND WEEKENDS

- 9.1. For the purpose of this Agreement the following days shall be holidays, namely: Christmas Day, Boxing Day. Other holidays are New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day or such other day's as are proclaimed a public holiday to be observed generally by persons in NSW.
- 9.2. In addition to the days contained in 9.1 above, all employees are entitled to an additional holiday (Picnic Day). This holiday must be taken each year between 21<sup>st</sup> February and 31<sup>st</sup> December, on a day agreed by each person and his/her Supervisor.
- 9.3. If an employee is absent from work on the day before or the day after a holiday without the permission of the company or without reasonable excuse, the Company shall be entitled to deduct from the wages of that employee payment of such holiday, as well as payment with respect to any other absence. Reference should be made to Clause 11.1.4.
- 9.4. Any employee required to work on a public holiday shall receive their normal pay for the day plus an additional time and one half for the hours worked. All time worked on Christmas Day or Good Friday will be paid for at an additional two times ordinary pay.
- 9.5. A minimum payment of four hours will apply for work performed on Saturdays, Sundays and holidays. Should an employee who is rostered to work on a weekend or Public Holiday not be required, and is contacted on the day that they were rostered to work, a minimum of four hours payment will be made at the appropriate penalty rate.
- 9.6. Weekend penalties will commence from midnight Friday to midnight Sunday for day shift and afternoon shift. Weekend penalties are as per the respective parent Awards.



- 9.7. Where an employee has not been notified with a minimum of four hours notice to work overtime on weekends, they will be entitled to the payment of one meal allowance after two hours continuous work regardless of the duration of the overtime.
- 9.8. An employee who is regularly absent on any week-day will be counseled in accordance with the Counseling Procedure contained at Clause 20. Persistent absences may mean that the person is no longer considered for weekend overtime. Individual circumstances will be considered.

## 10. ANNUAL LEAVE

- 10.1. Annual leave shall be granted and taken in accordance with the provision of the New South Wales Annual Holidays Act and the subsequent provisions of this clause.
- 10.2. When annual leave is taken, a loading of 17.5% of the annual leave payment or the shift loading will be paid to the employee whichever is the greater.
- 10.3. Employees planning long holidays who wish to hold on to their annual leave must make a written application to their supervisor detailing the length of the proposed holiday and when they wish to take it. The Company will try to allow such leave consistent with the Company's requirements and labour availability.
- 10.4. To assist in production scheduling, employees must nominate their planned holiday no later than one month in advance in writing to the Production Manager. The Company recognises that unforeseen circumstances may require employees to apply for unplanned annual leave and the Company will try to comply with any requirements, consistent with labour availability. All applications for unplanned leave must be made to the Factory Manager in writing, as soon as possible after the employee becomes aware of the requirements to take unplanned leave.
- 10.5. Leave without pay will only be considered when all accrued annual leave has been taken.

## 11. SICK LEAVE

- 11.1. Sick Leave - An employee other than a casual who has more than three months' continuous service and who is absent from his or her work because of personal illness or because of injury by accident, shall be entitled to leave of absence without deduction of pay as per the following:
  - (a) up to 5 days in the first year of employment, and
  - (b) up to ten days per year thereafter, subject to the following conditions:
    - 11.1.1. An employee must make all reasonable efforts to inform his/her Supervisor no later than one (1) hour before the start of his/her normal shift, of his/her inability to attend for duty and as far as possible the estimated length of absence. Failure to follow this procedure will lead to disciplinary action unless there are extra-ordinary circumstances.
    - 11.1.2. The employee shall prove to the satisfaction of the Company that he/she was unable, on account of such illness or injury, to attend for work on the day/s for which sick leave is claimed.
    - 11.1.3. The Company will require a medical certificate from a duly qualified Medical Practitioner for two or more consecutive days absence, but in some circumstances will accept a Statutory Declaration. The company may ask for a medical certificate for single days when trends develop in absenteeism.

- 11.1.4. Employees entitled to paid sick leave must provide a Doctors Certificate for single day absences in the following circumstances:

Before or after a Public Holiday (This is also a condition of being paid for the Public Holiday)  
Before or after a Rostered Day Off  
Before or after a Weekend

- 11.1.5. Sick leave shall accumulate from year to year.

## 12. BEREAVEMENT LEAVE

- 12.1. Three days paid bereavement leave will be provided on the death of a family member. A family member is defined as a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling, a same sex partner, or a relative (by blood, marriage, or affinity, and living in the same household).
- 12.2. The Company will consider approving additional leave, up to 5 days (paid), in particularly traumatic bereavement circumstances and where an employee must attend an overseas funeral service for a family member.
- 12.3. The Company may require evidence of the need to take bereavement leave.



## 13. CONSULTATIVE COMMITTEE

- 13.1. The Consultative Committee will continue to meet the following needs:
- 13.1.1. To discuss the implementation of the Enterprise Agreement.
- 13.1.2. To act as a referral point on matters concerning or arising out of the Enterprise Agreement.
- 13.1.3. To be involved in the creation of a new work culture.
- 13.2. To ensure its continued commitment to meeting the above needs the Consultative Committee should:
- 13.2.1. Abide by its formal Charter.
- 13.2.2. Review its Charter annually.
- 13.2.3. Ensure replacements are made promptly.
- 13.2.4. Meet four weekly.
- 13.2.5. Meetings may be called by members on a needs basis.

## 14. INTRODUCTION OF CHANGE

- 14.1. The Company will consult the Consultative Committee at the earliest opportunity of planned changes to work or introduction of new technology during the life of this Agreement.
- 14.2. The information will cover projected introduction time, the likely effects on workforce/skill needs, the need for retraining or transfer of employees to other work areas and the changing of jobs.
- 14.3. This information will be used to provide a course of action for handling the intended change at a time closer to its introduction.

- 14.4. The Company will give prompt consideration to matters raised by the Consultative Committee, employees and/or their unions in relation to the changes.
- 14.5. Any major change made by the Consultative Committee affecting the employees will be presented to the shop floor through small group meetings or shift meetings if appropriate.

#### 15. KEY PERFORMANCE INDICATORS (KPI's)

- 15.1. Parties to the agreement recognise and are committed to the development and introduction of improvements to increase the efficiency of the organisation. The company uses KPI's to measure overall performance and the effect of any improvements.

In order to ensure employees can effectively contribute to the process of continuous improvement, the company will share the KPI information with employees. By working with the Consultative Committee, appropriate KPI's will be established to be shared with all employees. The following are examples of potential KPI's.

##### Warehouse:

- (a) Case movements
- (b) Damaged cases
- (c) Cube efficiency

##### Production:

- (a) Consumer Complaints
- (b) Waste levels – processing & packaging
- (c) Non-engineering – related downtime
- (d) Changeover times
- (e) Overweight/underweight



- 15.2. Additional KPI's, or different KPI's may be established following consultation with the Consultative Committee.
- 15.3. It is agreed that any targets associated with KPI's will be established through consultation and agreement by all parties.
- 15.4. Management will not use KPI targets to discipline or terminate individual employees.
- 15.5. These KPI's will be discussed on a regular basis at Consultative Committee meetings and other forums. Where necessary, the Consultative Committee will discuss ways to improve KPI performance. All parties will remain committed to achieving KPI's by actioning initiatives necessary to improve KPI performance.

#### 16. AVOIDANCE OF INDUSTRIAL DISPUTES

- 16.1. It is the belief of all groups involved in signing this agreement that attention to matters raised by employees is necessary for good employee relations and to prevent formal industrial disputes. Employees should use the following procedure to make sure their concerns are looked into quickly and efficiently. Most problems can be solved at the front-line supervisory level. The procedure is as follows:
- 16.1.1. Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with their immediate Supervisor or a member of the Human Resources team.
  - 16.1.2. If the matter remains unsolved it shall be referred to the Shift Manager on duty by the employee or Supervisor.

- 16.1.3. If the matter remains unresolved the matter is referred to the Union delegate, who will need to ensure that the Supervisor and Shift Manager have had the chance to resolve the matter, before taking up the matter with the Production Manager.
- 16.1.4. If the matter remains unresolved the matter is referred by the delegate to the General Manager.
- 16.1.5. If the matter remains unresolved the matter is referred to the Secretary of the Union (or representative).
- 16.1.6. At any time an employee may choose to involve a Union Delegate.
- 16.1.7. At any time the parties may agree that the most appropriate next step is to have the matter referred to the relevant Industrial Tribunal for assistance/resolution.

16.2. The above will ensure that all staff will have to act responsibly and professionally. This should prevent any confusion, victimisation, discrimination, or any other unacceptable practices.

16.3. It is agreed that:

16.3.1. Whilst the above procedure is being followed, the status quo shall be maintained. Status quo means the means the situation existing immediately prior to the dispute.

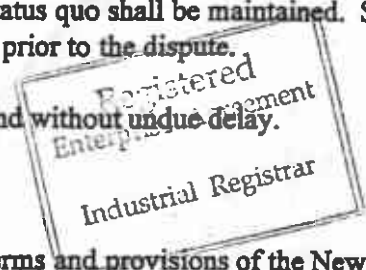
16.3.2. The parties shall, at all times, confer in good faith and without undue delay.

## 17. EMPLOYEE HEALTH AND SAFETY

- 17.1. All parties recognise their responsibility to adhere to the terms and provisions of the New South Wales Occupational Health and Safety Act 1983 (the 'OH&S Act') as amended from time to time.
- 17.2. As per Section 19 of the NSW OH&S Act, no person will act in such a way that would put others at risk of injury.
- 17.3. Every person will comply with all requirements for using safety and personal protective equipment.
- 17.4. All equipment will be operated safely and operators will ensure all safety equipment is operational.
- 17.5. In line with Occupational Health and Safety Standards and Food Hygiene Standards and laws there will be no smoking permitted outside the designated area (being area near back of warehouse).
- 17.6. Presentation for work whilst under the influence of alcohol or drugs that effect the ability to safely perform work is prohibited.
- 17.7. A fire alarm system has been installed for the safety of all staff. Any employee found tampering with the fire alarm system will be dismissed immediately. Should there be major issues with false activation the company has the right to install surveillance cameras.
- 17.8. Breaking this clause may be regarded as wilful misconduct and therefore may lead to instant dismissal in accordance with Clause 20.7.

## 18. GOOD MANUFACTURING PRACTICE AND PERSONAL HYGIENE

- 18.1. The Company and its employees are committed to the maintenance of high standards of personal and plant hygiene. It is important that all employees understand and adhere to the Standard Operating Procedures for Good Manufacturing Practice.
- 18.2. The Company has procedures for the maintenance of personal hygiene, including the Procedure for Wash Room. The purpose of these procedures is to ensure that the risk of contamination to our



products is minimised. All employees need to understand and adhere to these procedures.

- 18.3. Persistent failure to comply with the required standards will result in the Counseling Procedure being applied.

## 19. PAYMENT OF WAGES

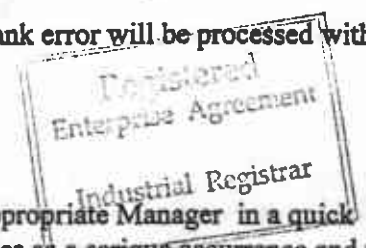
- 19.1. The wages and allowances of all employees will be paid weekly by electronic funds transfer.
- 19.2. It is the employee's responsibility to advise the Company in writing of their particular banking details or any change in their banking details.
- 19.3. Should it be required to terminate an employee's service all outstanding monies will be paid within twenty-four hours by the Company.
- 19.4. Outstanding money owing to employees due to company or bank error will be processed within twenty-four (24) hours.

## 20. COUNSELING PROCEDURE

- 20.1. Performance or work habits issues will be dealt with by the appropriate Manager in a quick manner. The company views the decision to counsel employees as a serious occurrence and will always ensure that fairness and reasonableness applies in each case.
- 20.2. In every case where a performance or work habit issue occurs a discussion will take place to make the employee aware of the issue and to give the employee a chance to explain and to fix the situation or problem.
- 20.3. Should the employee not meet the agreed standards then a verbal warning will be issued. Again the discussion will be followed up within an agreed time frame.
- 20.4. Should the employee not meet the agreed standards then a first written warning will be issued.
- 20.5. Following an opportunity to meet agreed standards of performance should the employee still fail to meet the standards then a second written warning will be issued.
- 20.6. Following an opportunity to meet agreed standards of performance should the employee still fail to meet the standards then his/her employment will be terminated.
- 20.7. Not including the above, the company will dismiss any employee without notice for gross negligence, wilful misconduct or theft. Wages shall be paid up to the time of dismissal only.
- 20.8. Warnings issues in accordance with the procedure detailed above will remain on the employees personnel file for a maximum period of twelve (12) months, after which the warning will be removed from the file and destroyed.

## 21. TERMINATION OF EMPLOYMENT

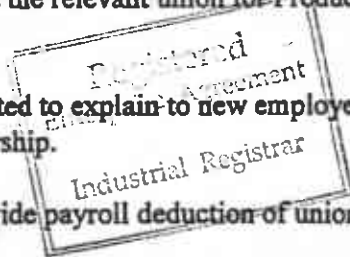
- 21.1. An employee may terminate his or her employment by giving to the Company notice for a time period of not less than one week or the forfeiture of one weeks pay in lieu.
- 21.2. The Company shall provide to the employee a written statement specifying the period of his or her employment and his or her classification or the type of work performed.



- 21.3. The Company may terminate an employees employment by the giving of one weeks notice, or by the payment of one weeks pay in lieu, except in the circumstances contained at 20.7 above.
- 21.4. Any employee who is absent for three consecutive working days and who does not contact the Company will be terminated. Special circumstances will be taken into consideration.

## 22. COMPANY/UNION RELATIONSHIP

- 22.1. The parties to this Agreement recognise the important role that unions have in representing the interests of their members.
- 22.2. To facilitate this relationship, the Company will ensure that all new employees are advised that should they wish to belong to a union, that the NUW is the relevant union for Production employees.
- 22.3. A relevant Union Organiser or Delegate will be permitted to explain to new employees covered by this Agreement their rights in respect of union membership.
- 22.4. The Company will, upon request by an employee, provide payroll deduction of union fees.

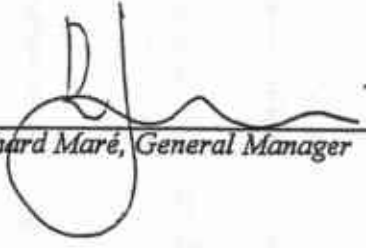


## 23. NO FURTHER CLAIMS

The parties agree that there will not for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

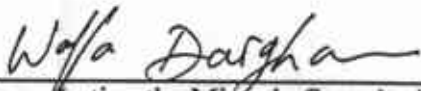
24. SCHEDULE OF AGREEMENT

Representing Players Biscuits



Richard Maré, General Manager

Witness 

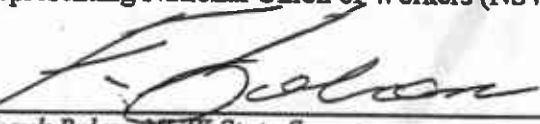


Representing the Miranda Consultative Committee

Witness 



Representing National Union of Workers (NSW Branch)



Frank Belan, NUW State Secretary

Witness 

Ron Herbert, NUW Organiser

# APPENDIX 1

## PLAYERS BISCUITS S. ALEXANDERS CHOCOLATES

### REDUNDANCY POLICY





## 1 COMMITMENT

- 1.1 It is the Company's policy to do everything it can not to make employees redundant. At all times the company will work to preserve employment opportunities.
- 1.2 Consistent with this, it is the intention of the Company to afford all employees affected by the introduction of new technology or changed work methods, the needed training in order to perform alternative employment within the Site.
- 1.3 The provision of Redundancy entitlements will only be used as a final option in special circumstances which as a result of either economic conditions adversely affecting Company business performance which require general headcount reduction or on individual grounds where as a result of work changes the age, or work background preclude satisfactory re-training.
- 1.4 In all cases the company will first attempt to retrain employees affected by the change if this is not possible the company will ask for volunteers. The final stage is to proceed by way of redundancy based on the principle of "last on, first off" with the skill mix and classifications of employees being taken into account.

## 2 REDUNDANCY CONDITIONS

- 2.1 Four weeks notice plus four weeks for each year of service calculated on a pro-rata basis to date of termination.
- 2.2 Paid interview time of thirty-two hours to attend any job interviews arranged by employees during the notice period. Proof of attendance will be required.
- 2.3 Where an employee accepts and commences a new job prior to the expiry of the notice period, payment will only be made up until the date of termination and the Redundancy Benefits (excluding the balance of the notice) will also apply.
- 2.4 Employees over the age of 45 will receive one extra week notice.



## 3 ENTITLEMENTS

- 3.1 Payment of Annual Leave: All accrued and pro-rata annual leave entitlements will be paid. Annual leave loading will be paid on all accrued leave.
- 3.2 Payment of Long Service Leave: Pro-rata long service leave after five years' continuous service.
- 3.3 All employees begin accruing long service leave from the start of employment.
- 3.4 Payment of Superannuation: Full superannuation redundancy entitlements as per Trust Deed.

## 4 PART TIME EMPLOYEES

- 4.1 Part time employees will receive the same payments as full timer's, calculated on a pro-rata basis for each year of service or the casual entitlement, whichever is the greater.

## 5 CASUAL EMPLOYEES

- 5.1 Casual employees will only be entitled to a redundancy payment as a result of a Plant or Section shutdown in which they were employed.
- 5.2 Casual employees with less than one years' continuous service will be paid a lump sum amount of \$500.00.
- 5.3 Casual employees with more than one years' continuous service and less than five years' continuous service will be paid a lump sum amount of \$ 1,500.
- 5.4 Casual employees with more than five years' continuous service will be paid a lump sum amount of \$ 3,000.

## 6 REDUNDANCY PAYMENT EXCLUSIONS

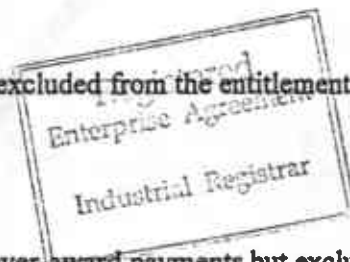
- 6.1 Employees dismissed for any reason other than redundancy are excluded from the entitlements contained in this appendix.

## 7 PAYMENT CALCULATION

- 7.1 Current rate of pay means ordinary weekly base rate including over-award payments but excluding shift penalties.

## 8 GENERAL

- 8.1 The parties agree that the terms and conditions of the redundancy benefits and the formula for payments described herein shall operate in respect to the termination of employees engaged in the Company's Miranda and Smithfield operations and will not become additional to any severance/redundancy payments and conditions which arise as a consequence of Government legislation except where the statutory provisions exceed.



## Appendix 2

### Players Biscuits S. Alexanders Chocolates

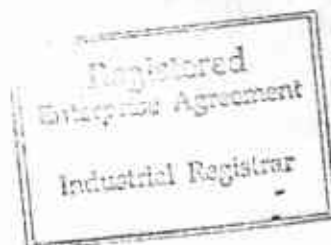
#### COMPANY POLICIES



**Company Rules and Policies:**

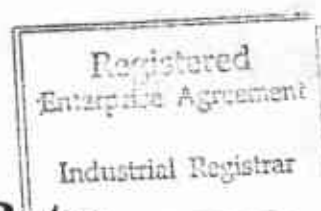
**A number of company policies exist to cover issues not directly contained in this Enterprise Agreement.**

**These policies will continue to apply, and may be amended or deleted from time to time. New policies may be introduced as circumstances require.**



## Appendix 3

### Players Biscuits S. Alexanders Chocolates



### Classification Structure & Wage Rates

#### Pay Groups from 1st April 2001

Group	Group Name	Rate	1/04/01 2.50%	1/10/01 5.00%	1/04/02 2.50%	1/04/03 3.00%
P1	Perm Level 1	14.3291	14.6873	15.4217	15.8072	16.2815
P2	Perm Level 2	15.0832	15.4603	16.2333	16.6391	17.1383
P3	Perm Level 3	15.6867	16.0789	16.8828	17.3049	17.8240
P4	Perm Level 4	16.2898	16.6970	17.5319	17.9702	18.5093
P5	Perm Level 5	17.3458	17.7794	18.6684	19.1351	19.7092
P6	Perm Level 6	18.1000	18.5525	19.4801	19.9671	20.5661
P7	Bakery Rate	16.8369	17.2578	18.1207	18.5737	19.1309
C1	Cas Level 1	17.6725	18.1143	19.0200	19.4955	20.0804
C2	Cas Level 2	18.6026	19.0677	20.0210	20.5216	21.1372
C3	Cas Level 3	19.3469	19.8306	20.8221	21.3427	21.9829
C4	Cas Level 4	20.0907	20.5930	21.6226	22.1632	22.8281
C5	Cas Level 5	21.3931	21.9279	23.0243	23.5999	24.3079
C6	Cas Level 6	22.3233	22.8814	24.0255	24.6261	25.3649
400	Storeman Senior	17.9792	18.4287	19.3501	19.8339	20.4289
401	Storeman Supervisor	19.6105	20.1008	21.1058	21.6334	22.2824
614	Perk Kiosk Senior	14.5275	14.8907	15.6352	16.0261	16.5069
615	Perm Kiosk Supervisor	16.2316	16.6374	17.4693	17.9060	18.4432
657	Cas Kiosk	18.6436	19.1097	20.0652	20.5668	21.1838
310	Chocolate Manufacturer	23.1315	23.7098	24.8953	25.5177	26.2832