

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/327

TITLE: Players Biscuits S Alexanders Chocolates Engineering Enterprise Agreement 2001

I.R.C. NO: 201/6823

DATE APPROVED/COMMENCEMENT: 29 October 2001/1 April 2001

TERM: 29 months

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/270

GAZETTAL REFERENCE: 30 November 2001

DATE TERMINATED:

NUMBER OF PAGES: 29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all Players Biscuits employees bound by the terms of the Metal and Engineering (State) Award, located at 106-128 Parraweena Road, Miranda NSW 2228

PARTIES: Players Biscuits Pty Limited -&- The Australian Workers' Union, New South Wales

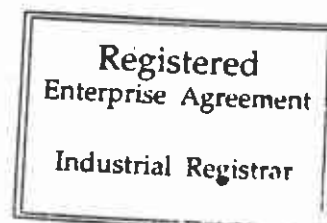
**PLAYERS BISCUITS
S. ALEXANDERS
CHOCOLATES**

**ENGINEERING
ENTERPRISE AGREEMENT**

APRIL 2001



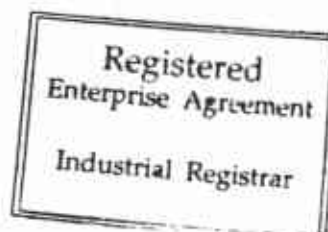
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APPENDICES

1. REDUNDANCY POLICY
2. COMPANY POLICIES
3. CLASSIFICATION STRUCTURE
4. CONSULTATIVE COMMITTEE CHARTER (as at the time of this agreement.)



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 maintenance 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 Australian Workers Union (NSW Branch).
- 2.2. Any provisions of the Metal and Engineering Industry (New South Wales) 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 it is understood that the appropriate legislative requirements apply eg. Long service leave, maternity leave, equal employment opportunity, etc.
- 2.3. Players respects the rights of union delegates, consultative committee members and other involved parties to participate in broad union issues. Players will work with all parties to ensure the company is not adversely affected by broad union and social issues over which we have no control.
- 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 an average of 38 hours 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 refer to clause 20.2.

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

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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. A casual employee must be available for work across all three shifts, provided reasonable notice of 5 days is given. The Company will not unreasonably require casuals to change between shifts

3.3.3. 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.

3.3.4. All other terms and conditions applying to casual employees refer to Clause 4.2.3 of the Metal, Engineering and Associated Industries (State) Award.

4. HOURS OF OPERATION

4.1. Spread of Hours

4.1.1. The ordinary hours of work for all maintenance 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
Afternoon	02.00 pm. - 10.00 pm
	03.00 pm - 11.00 pm
Night	10.30 pm. - 06.30 am

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 they have notified their supervisor/manager. Following this the supervisor/manager will do all things reasonably necessary to relieve the employee as soon as possible. The employee will notify the Company if they are unable to stay back.

4.2. Roster for 5.30am Start – A voluntary roster system will be implemented by maintenance staff to guarantee that a maintenance fitter is always available for the 5.30am start. The 5.30am start is required on the first normal working day following a weekend, public holiday or rostered day off. The purpose of this roster is to ensure cover of the start-up of machinery on day shift. The employee will be paid overtime for the first thirty (30) minutes and will then work eight (8) hours in total.

4.3. 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:

4.3.1. Days off will be agreed between the employee and his/her manager taking into account the needs of the business. The manager will do his/her best to accommodate the date requested consistent with operating requirements and employee availability. Where possible five (5) days notice will be given by employees to management prior to taking of a requested RDO.

4.3.2. The Maintenance team will arrange their RDO's to ensure adequate support for production.

4.4. Overtime



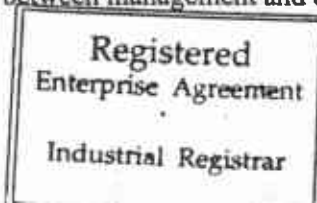
- 4.4.1. All time worked over 8.0 hours per day or outside the spread of hours shall be paid for at the rate of double time.
- 4.4.2. Overtime is paid for in 15 minute intervals, with a minimum of 10 minutes (inclusive of wash-up time) to be worked in each 15 minutes for payment.
- 4.4.3. In the interests 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.
- 4.4.4. An employee who is required to work over-time for more than two hours shall be allowed a 20 minute paid break. This break may be taken at an agreed time between employee and supervisor.
- 4.4.5. 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.

4.5. Call Outs.

- 4.5.1. A call out is a return to work at the request of the company for the purpose of rectifying an urgent or emergency break down.
- 4.5.2. A call out is paid for at a minimum of four (4) hours at double time irrespective of the amount of time worked up to that four (4) hour period.
- 4.5.3. When called out, the fitter/electrician will work to the direction of the Shift Manager to ensure the ongoing operation of the factory. He/she must ask the Shift Manager before leaving the site of the situation regarding the call out has been resolved or if there are any other breakdown matters requiring attention before leaving. This does not mean that work will be found-of a non-essential nature to fill the paid call out period.
- 4.5.4. 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.
- 4.5.5. If the call out is within six (6) hours of normal shift start the employee has the option of:
 - 4.5.5.1. Staying for a full shift (eight working hours) and leaving after this. Payment would be at four (4) hours at double time for the call in and four (4) hours at normal time (with any shift allowance) for the remainder of the shift. If work is done after these eight (8) hours it will be on overtime. The decision to work overtime is at the discretion of the appropriate manager.
 - 4.5.5.2. Take the time for the call out and add to this one (1) hour travel time and start the normal shift this amount of time later without loss of pay. For example, if an employee was called out and attended work for two (2) hours, he/she would then start his/her usual shift three (3) hours later than normal and still be paid eight (8) hours. Total payment would be for four (4) hours call out and eight (8) hours normal.

5. BREAKS

- 5.1. Meal breaks will be staggered by consent between management and employees so there is continuous operation of the plant.



5.2. Players will endeavour to ensure that maintenance employees are able to take their meal breaks at the arranged time. If, due to an emergency or urgent production requirements, a maintenance employee on the day shift is unable to take their meal break at the agreed time, or is substantially interrupted, the outstanding break time may be taken at any time negotiated and agreed between the employee and the management. The supervisor and employee may agree to an overtime rate as described in Clause 6.3.5 of the Award, or to finishing the shift earlier by the amount of untaken or interrupted meal break time.

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. The parties agree that at an appropriate time during the life of this agreement, they will review the National Metal and Engineering Industry Competency Standards and the appropriate implementation of such on site.

7.2. Job Descriptions and classifications for maintenance employees are a reserve matter for consideration, subject to review in 12 months. 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 12 month period.

8. MAINTENANCE CREWING 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.

8.2. A minimum of 12 permanent employees will be employed while Players is regularly running most lines across three shifts. This minimum crewing level will be reviewed between the parties if the volume of work and the shifts required changes significantly.

8.3. 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

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- 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 21st February and 31st 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.
- 9.6. Weekend penalties will commence from midnight Friday to midnight Sunday for day shift and afternoon shift. The minimum rate to be paid to a shift worker for work performed between midnight Friday and midnight on Saturday shall be time and a half, as prescribed in the parent award. This extra rate is in substitution for and not cumulative upon the shift premiums prescribed in clause 6.2.
- 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.
- 9.9. Employees will be advised by management of production shut down dates by mid November or earlier where possible.

No more than 50% of the maintenance staff will take annual leave or RDO's during production shut down over the Christmas/New Year period. Shut down is normally from 20th December – 6th January inclusive but these dates are flexible. Shut down will be for a maximum of three (3) weeks. If for any reason this period needs to be beyond three weeks this will be agreed between the Company and the Union.

Employees will not be required to work in Christmas Day, Boxing Day, New Year's Day or any public holiday during this period.

Maintenance staff will guarantee that key maintenance staff are available for the first production week after the Christmas period. These employees will be confirmed prior to the shut down period.



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.

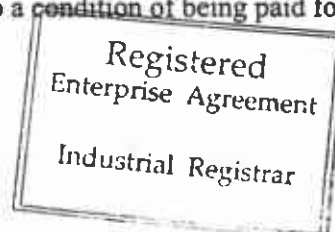
11. SICK LEAVE

- 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, or because of personal carers leave, 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 complete a sick leave form for 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 or a Statutory Declaration 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:

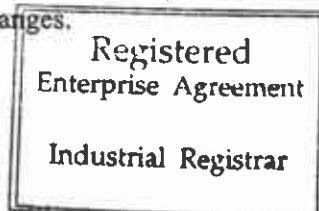
- 13.1.1. To discuss the implementation of the Enterprise Agreement.
- 13.1.2. To act as a referral point on matters concerning or arising out of the Enterprise Agreement.
- 13.1.3. To be involved in the creation of a new work culture.

13.2. To ensure its continued commitment to meeting the above needs the Consultative Committee should:

- 13.2.1. Abide by its formal Charter. A copy of the Charter as issued at the time of this Agreement is attached in Appendix 4.
- 13.2.2. Review its Charter annually.
- 13.2.3. Ensure replacements are made promptly.
- 13.2.4. Meet at least four weekly or as agreed by the Consultative Committee.
- 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:

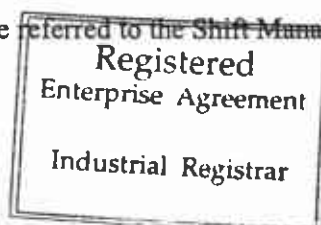
- (a) Consumer Complaints
- (b) Waste levels – processing & packaging
- (c) Non-engineering – related downtime
- (d) Changeover times
- (e) Overweight/underweight

- 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:

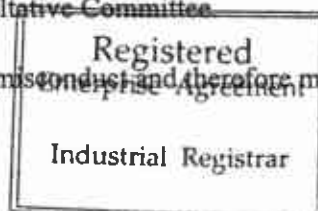
- 16.1.1. Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with their immediate Supervisor or a member of the Human Resources team.
- 16.1.2. If the matter remains unresolved it shall be referred to the Shift Manager on duty by the employee or 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, as amended from time to time, 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. The introduction of surveillance equipment will be in accordance with the Video Surveillance Act, as amended from time to time, and in consultation with the Consultative Committee.
- 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

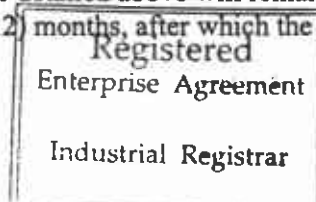
- 18.1. The Company and its employees are committed to the maintenance of high standards of personal and plant hygiene. It is important that all employees understand and adhere to the Standard Operating Procedures for Good Manufacturing Practice.
- 18.2. The Company has procedures for the maintenance 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. After appropriate counselling procedures have been followed, 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, or in accordance with the redundancy policy where this applies.
- 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 AWU is the relevant union for Maintenance 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. EMPLOYEE STAND-BY ARRANGEMENTS

- 23.1. Employees will be paid six (6) hours double-time pay for eight (8) hours standby. This may be paid regardless of employees being called in.

24. CONTRACT LABOUR

- 24.1. It is Players' preference to engage permanent employees under the agreement, however there are occasions when the company requires contract and/or supplementary labour.
- 24.2. If there is a major change to the arrangements regarding the use of supplementary labour, then the company will ensure that the change will be discussed with the consultative committee.
- 24.3. Where supplementary labour is engaged, rates of pay and loading percentages no less than those applicable to Players' employees in the relevant classification and location will be applied.
- 24.4. Contractors or temporary employees carrying out work that would be normally be preformed by employees of Player, where it is practical, will preferably be engaged from firms who are party to a labour hire agreement or enterprise agreement with the Australian Workers' Union or the National Union of Workers. If Players selects a firm that does not have an agreement in place then the company will facilitate the process whereby the labour hire company and the union could develop an arrangement. The exception is where it is impractical to observe this arrangement due to the specialist nature of the work to be performed.

25. TRAINING LEAVE

- 25.1. The company at its discretion shall provide paid leave to employees to attend company agreed accredited vocational training that will benefit the company's operational needs. The company at its discretion shall provide paid leave for employees to attend Trade Union Training courses up to a maximum of four (4) days per year.

26. OFFICIAL UNION MEETINGS

- 26.1. A minimum of twenty-four (24) hours notice as early as possible will be given to management when employees require a union meeting. All scheduled work will be covered whilst meetings are held. "Official union meetings" are scheduled either by the union delegate or an elected official of the union.

27. UNIFORMS AND PROTECTIVE CLOTHING

- 27.1. The company will supply all employees with six (6) sets of uniforms and one (1) pair of protective footwear and a cold weather jacket.
- 27.2. Uniforms/jackets will be replaced according to a reasonable wear and tear basis. Uniforms/jackets will be laundered at the company's expense.
- 27.3. Uniforms/jackets shall be used for work purposes only and not taken or worn off the factory site. These items remain the property of the company at all times.

28. NO FURTHER CLAIMS

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

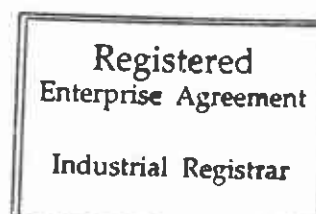
29. SCHEDULE OF AGREEMENT

Representing Players Biscuits


Richard Maré, General Manager

Witness


Representing the Miranda Consultative Committee



..... AWU delegate

Witness *[Signature]*

Representing the Australian Workers Union (AWU)

R. K. Bellis

....., AWU State Secretary

Witness *[Signature]*

....., AWU Organiser

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APPENDIX 1

PLAYERS BISCUITS S. ALEXANDERS CHOCOLATES

REDUNDANCY POLICY

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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.

2.0 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.

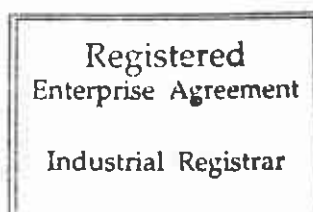
3 ENTITLEMENTS

- 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

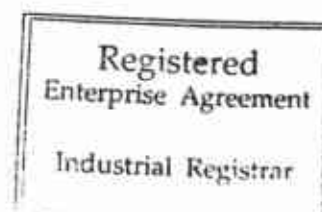
- 8.1 The parties agree that the terms and conditions of the redundancy benefits and the formula for payments described herein shall operate in respect to the termination of employees engaged in the Company's Miranda and Smithfield operations and will not become additional to any severance/redundancy 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

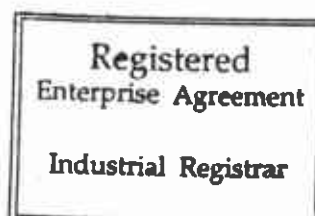


Company Rules and Policies:

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.

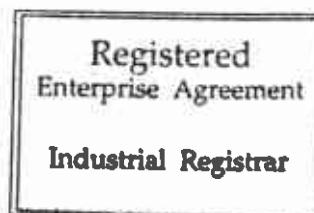
New policies or changes to existing policies which affect employees will be brought to the Consultative Committee as per the "Introduction of Change" provisions in this agreement.



Appendix 3

Players Biscuits S. Alexanders Chocolates

Engineering Job Descriptions & Wage Rates



Maintenance Department Classification

			%	Current Rate	2.50% 1/4/01	5.00% 1/10/01	2.50% 1/4/02	0.00% 1/10/02	3.00% 1/4/03	
C12	Level 0	Trades Assistant	87.4000	17.4710	17.9078	18.8032	19.2732	19.2732	19.8514	
C10	Level 1	Entry Level	A. Fitter no additional qualifications	100.0000	20.0013	20.5013	21.5264	22.0646	22.0646	22.7265
			B. One qualification	102.5000	20.5014	21.0139	22.0646	22.6162	22.6162	23.2947
			C. Three or more qualifications	105.0000	21.0014	21.5264	22.6028	23.1678	23.1678	23.8629
			D. Electrician	105.0000	21.0014	21.5264	22.6028	23.1678	23.1678	23.8629
			E. One Qualification	107.5000	21.5015	22.0390	23.1410	23.7195	23.7195	24.4311
			F. Three or more qualifications	110.0000	22.0015	22.5515	23.6791	24.2711	24.2711	24.9992
C9	Level 2	> 12 months service	A. Fitter no additional qualifications	105.0000	21.0041	21.5292	22.6057	23.1708	23.1708	23.8659
			B. One qualification	107.5000	21.4954	22.0328	23.1344	23.7128	23.7128	24.4242
			C. Three or more qualifications	112.5000	22.4955	23.0579	24.2108	24.8161	24.8161	25.5605
			D. Electrician	110.0000	22.0015	22.5515	23.6791	24.2711	24.2711	24.9992
			E. One Qualification	112.5000	22.4955	23.0579	24.2108	24.8161	24.8161	25.5605
			F. Three or more qualifications	115.0000	23.0015	23.5765	24.7554	25.3742	25.3742	26.1355
	Level 3	Foreman	115.0000	23.0015	23.5765	24.7554	25.3742	25.3742	26.1355	
	Level 4	Supervisor	120.0000	24.0016	24.6016	25.8317	26.4775	26.4775	27.2718	

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Appendix 4

Players Biscuits S. Alexanders Chocolates

Consultative Committee Charter

As at August 16th, 2001

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Charter



Name: Players Biscuits Consultative Committee Charter

Date: January 2001

1. Name

The committee will be known as the "Players Consultative Committee".

2. Objectives

To develop improved efficiencies and competitiveness of the Company through the mutual commitment of the management, employees and union to co-operation.

By the adoption of a co-operative effort best achieved by information sharing, communication and an active involvement of employees in the workplace in pursuing mutually beneficial objectives, including:

- Efficiency
- Quality of work life
- Competitiveness
- Job security
- Reliability and quality
- Skills development
- Cost effectiveness
- A healthy and safe working environment
- Flexibility and responsiveness
- Innovation and creativity

3. Function

- a) To oversee the restructuring process through monitoring and assessing progress.
- b) To provide for more effective communication on all subjects with all levels of the workforce.
- c) Introduction of new technology, equipment and production methods that will enhance productivity.
- d) To provide an avenue for contact between management, employees and union.
- e) To ensure equal employment opportunity.

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Note: Two areas of plant operation excluded from the Consultative Committee functions are:

- > Industrial relations matters
- > Occupational Health and Safety matters.

4. Committee Membership

The committee will comprise of 9 permanent members being 4 representatives from management and 5 from the employees. The employee representatives should come from diverse work areas including at least one member from afternoon shift and night shift, one from the maintenance department and one from the warehouse.

In addition there may be 2 substitutes for the employee representatives to cover for absences.

This should ensure all areas have representation at all meetings and no meeting will need to be postponed because of absences. The substitute member, when attending a meeting as replacement for the permanent members shall have full rights.

Any member of the committee shall cease to be recognised as such upon termination of employment with the Company.

5. Elections

All committee members must be permanent employees of the company.

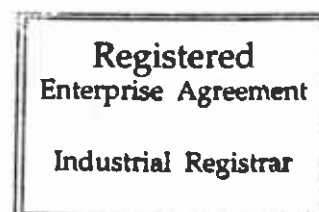
All employees other than staff shall be eligible to vote during elections for the positions of employee representatives on the committee.

Elections must be conducted in a proper manner, calling for the nomination of candidates, a voting procedure using ballots and a scrutineer from both management and the union delegates.

From August 1999 elections will initially be held after two years, then every year.

6. Chairperson and Secretary

Shall be a member of the committee and shall have the same rights as the other committee members. The positions of Chairperson and Secretary will rotate every 3 months or as determined by the committee.



7. Meetings

Will be held monthly on the second Wednesday of each month between the hours of 2.00pm and 3.00pm or as deemed necessary by the committee.

Special meetings of the committee may be called after informal discussions between all members.

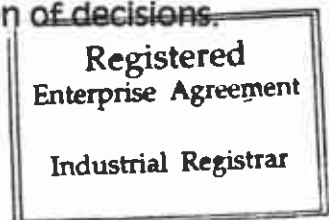
8. Recording of Minutes

Minutes shall be circulated to the committee members for verification prior to posting on the noticeboard.

A copy of the minutes should be forwarded to the union office and to all factory managers and machine operators.

The minutes will be published within one week of the meetings and shall give the following information:

- a) Attendees of the meeting.
- b) Summary of the issues and alternatives proposed with brief supporting arguments.
- c) Decisions made and time frame for implementation of decisions.
- d) Time frame consideration of deferred decisions.



9. Agenda

The agenda is to be prepared and issued by the Secretary to all committee members and the noticeboard at least five working days prior to meetings. Any committee member may submit agenda items.

Matters raised without notice shall be deferred to the next meeting if any committee member requires additional information or needs to consult with others.

10. Co-Option to Committee

Representatives shall have the power to co-opt or invite personnel for advisory purposes on specific issues to expedite committee business.

11. Discrimination

Management shall not dismiss or discriminate against an employee in their employment or alter their position to their detriment by reason of the

fact that the employee is a member of, or has an interest in the Consultative Committee.

12. Training

All members of the committee shall be entitled to training, the range of which is to be decided by the committee, with a view to ensuring all members have the opportunity to perform to the best of their ability.

No employee shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.

13. Rights and Duties of Representatives

All members of the committee undertake to carry out their duties in a responsible and honest manner in the spirit of the agreement.

To attend the meeting and be present by the time stated on the Agenda.

To forward apologies to the Secretary if unable to attend the meeting.

To come to the meeting prepared, having read the minutes of the previous meeting.

To study the Agenda beforehand and be prepared with notes to make contributions briefly and clearly on matters affecting them or those they represent.

To communicate with constituents to establish their views and options on agenda items and be given sufficient time to do so adequately.

To represent the views and opinions of those people they represent and not just their own.

To speak on the basis of the facts presented and not on the basis of preconceived ideas not based on true facts.

Encouraging and assisting constituents on Committee business.

14. Decision Making Process of Committee

All decisions made by the Committee will be acted upon by representatives delegated.

The Committee shall reach decisions by consensus if possible. In the event that consensus can not be reached the matter will be carried over to the next scheduled meeting of the Committee for further consideration.

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If there is a deadlock the matter may be referred to management and the union, or failing this a private arbitrator or the Industrial Relations Commission.

15. Rights of Access to Relevant Information

All representatives have the right of access to all information and documents relevant to issues being considered by the Committee. Should information and/or documents requested or required by the Committee or its representatives be denied because they are "Commercial-in-Confidence" such a decision must be fully justified by management.

16. Committee Resources and Facilities

Committee representatives shall be provided with adequate resources and facilities to ensure they are able to carry out their duties fully.

- a) Access to typing facilities
- b) Telephone
- c) Photocopying as required
- d) Suitable meeting place
- e) Filing storage for documentation

17. Other

This does not diminish the right of the committee to review the Constitution or any other matter relating to the operation of the committee at any time.

Written notice to change the Constitution must be given to all members and posted on the noticeboard one month prior to becoming an agenda item for discussion.

