

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/66

TITLE: **Players Biscuits Engineering Enterprise Agreement 2005**

I.R.C. NO: IRC6/155

DATE APPROVED/COMMENCEMENT: 25 January 2006 / 30 September 2005

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VARIATION:** Replaces EA01/327.

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all maintenance employees employed by Players Biscuits Miranda Plant, located at 106-128 Parraweena Road, Miranda NSW 2228, who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Players Biscuits Pty Limited

PLAYERS BISCUITS

ENGINEERING ENTERPRISE AGREEMENT

2005 to 2008

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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 Players 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). 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 expire 30th September 2008.
- 2.5. Negotiations for the next agreement will commence no later than July 1 2008.

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 22.2

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 time worked over one year (from anniversary date to anniversary date).

3.3. Casual Employees

3.3.1. Refer to Clause 4.2.3 of the Metal, Engineering and Associated Industries (State) Award.

3.3.2 A casual can be engaged either directly or through an agency and is rostered to;

- i. relieve a permanent part-time or full-time employee whilst they are on leave
- ii. perform work unable to be practicably rostered to permanent employees
- iii. perform work in emergency circumstances
- iv. perform work for which a demand has arisen with respect to particular events or circumstances such as fluctuations in demand.

- 3.3.3 Casual employees are guaranteed a minimum of four hours work for any one call in.
- 3.3.4 Casual employee rates are calculated using the Level 1 rate contained in this Agreement. All casual employees will receive a loading of fifteen per cent to compensate for the nature of the casual work and in lieu of other entitlements (except annual leave) available to permanent employees, in addition casual employees are paid an amount equal to one-twelfth of the appropriate rate in lieu of Annual Leave.
- 3.3.5 A casual employee must be available for work across all three shifts. The Company will not unreasonably require casual/contract employees to change between shifts
- 3.3.6 Any directly employed casual 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.
- 3.3.7 Players Biscuits acknowledges that this clause is not designed to disadvantage permanent employees with respect to overtime payments or increase in hours.
- 3.3.2 Where permanent positions become available, casual employees are encouraged to apply. A casual employees length of time and relevant skills at Players biscuits will be taken into account during the selection process.

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 (3 minutes banked for team meeting and 30 min. lunch not paid) Clock off at 2.27pm. Paid until 2.30pm

Afternoon (1) 2.00 pm. - 10.00 pm (including 20 min. paid meal break, 3 minutes banked for team meetings). Clock off at 9.57pm. Paid until 10.00pm

Afternoon (2) 3.00 pm. - 11.00 pm (including 20 min. paid meal break, 3 minutes banked for team meetings). Clock off at 10.57pm. Paid until 11.00pm

Night 10.30 pm. - 06.30 am (including 20 min. paid meal break 3 minutes banked for team meeting) Clock off at 06.27am. Paid until 6.30am

4.1.1.**Alternative shift arrangements:** Leave to discuss during the life of this agreement

4.1.2.**The normal spread of hours:** as set out in sub-clause 4.1.1, may be varied by *mutual* agreement between the company and the employees concerned in the particular area to suit production requirements. *This will be arranged in consultation with a union delegate.*

4.1.3.**Team Meetings:** Employees will be required by the company to attend a 1-hour team briefing per month for the purposes of training (skills, OH&S, GMP, Culture etc) and employee consultation. These team meetings will be scheduled either pre or post an employee's normal shift. The company will give employees at least 1 weeks notice of the time and day that the team meeting will occur. Employees will be expected to attend. Normal time banked for the purpose of training, as per clause 4.1.4, will be used for this purpose or other purposes agreed between the company and the employee/s.

- 4.1.4. The average daily shift will be reduced by three (3) minutes to build the necessary “bank” to accommodate these team meetings. In order for these team meeting to occur during normal paid work time, employees will therefore be required to clock off at the end of each normal shift 3 minutes earlier than is current practice. Each 3-minute block will be banked in order to accrue 15 minutes per normal week worked and ultimately 60 minutes for each 4 weeks. This banked time will be used for the purposes of team briefings and/or training.
- 4.1.5. 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. 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 may be paid overtime for the first thirty (30) minutes and will then work eight (8) hours in total (unless by mutual agreement as per clause 4.1.2).
- 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 and above the *agreed* normal 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

6.2. From the first full pay week after September 30 2005 the new rates of pay will include a 4.5% rate increase; 12 months after this date the rates of pay will include a further 4.5 % rate increase; 24 months after this date the rates of pay will include a further 4% rate increase. These rates are as described in appendix 3 (Engineering job descriptions and wage rates).

6.3. Allowances

Rate increases as described in 6.1.1 will also be applicable to allowances

Meal Allowance: Year 1 - \$10.14, Year 2 - \$10.60, Year 3 - \$11.02

6.4. Shift Loadings: Afternoon Shift 15.0%
Night Shift 30.0%

6.5. First Aid Allowance: \$10.00 (Current), [Year1 - \$10.40, Year 2- \$10.80, Year 3 - \$11.19]

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 12months. 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 12month 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

- 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 22. 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;
- 11.2.
- (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:
- 11.2.1. 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.

- 11.2.2. 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.
- 11.2.3. 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.
- 11.2.4. 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
- 11.2.5. 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. PARENTAL LEAVE

Parental Leave provisions in accordance with Players Biscuits Policy, and are available up to the child's first birthday or in the instances of Adoption Leave, up to the age five of the child. This benefit is available to all employees with 12 months or more continuous, permanent employment. The policy contains the details of eligibility, and notice requirements.

1. Paid parental leave

Paid parental leave provisions at full pay are as follows:

- Paternity Leave up to 5 consecutive days
- Maternity Leave up to 12 consecutive weeks
- Adoption Leave: up to 12 consecutive weeks for the female,
up to 5 consecutive days for the male

2. Unpaid parental leave

Unpaid parental leave provisions are as follows:

- An additional 51 weeks if the male becomes the primary care giver and the female returns to work
- Maternity Leave up to 12 months (inclusive of any paid leave period)

Adoption Leave up to 12 months for the primary carer (inclusive of any paid leave period)

14. COMPASSIONATE LEAVE

Employees are entitled to use up to 3 days paid sick leave in any year on compassionate grounds or for pressing domestic need. The employee will provide evidence of the reason for the compassionate leave.

15. CONSULTATIVE COMMITTEE

- 15.1. The Consultative Committee will continue to meet the following needs:
 - 15.1.1. To discuss the implementation of the Enterprise Agreement.
 - 15.1.2. To act as a referral point on matters concerning or arising out of the Enterprise Agreement.
 - 15.1.3. To be involved in the creation of a new work culture.
- 15.2. To ensure its continued commitment to meeting the above needs the Consultative Committee should:
 - 15.2.1. Abide by its formal Charter. A copy of the Charter as issued at the time of this Agreement is attached in Appendix 4.
 - 15.2.2. Review its Charter annually.
 - 15.2.3. Ensure replacements are made promptly.
 - 15.2.4. Consultative committee to meet twice per year or as required
 - 15.2.5. Meetings may be called by members on a needs basis.

16. INTRODUCTION OF CHANGE

- 16.1. 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.
- 16.2. 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.
- 16.3. This information will be used to provide a course of action for handling the intended change at a time closer to its introduction.
- 16.4. The Company will give prompt consideration to matters raised by the Consultative Committee, employees and/or their unions in relation to the changes.
- 16.5. 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.

17. KEY PERFORMANCE INDICATORS (KPI's)

- 17.1. 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

17.2. Additional KPI's, or different KPI's may be established following consultation with the Consultative Committee.

17.3. It is agreed that any targets associated with KPI's will be established through consultation and agreement by all parties.

17.4. Management will not use KPI targets to discipline or terminate individual employees.

17.5. 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.

18. AVOIDANCE OF INDUSTRIAL DISPUTES

18.1. 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:

18.1.1. 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.

18.1.2. If the matter remains unresolved it shall be referred to the Shift Manager on duty by the employee or Supervisor.

18.1.3. 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.

18.1.4. If the matter remains unresolved the matter is referred by the delegate to the General Manager.

18.1.5. If the matter remains unresolved the matter is referred to the Secretary of the Union (or representative).

18.1.6. At any time an employee may choose to involve a Union Delegate.

18.1.7. 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.

18.2. 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.

18.3. It is agreed that:

18.3.1. 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.

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

19. EMPLOYEE HEALTH AND SAFETY

19.1. 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.

19.2. 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.

19.3. Every person will comply with all requirements for using safety and personal protective equipment.

19.4. All equipment will be operated safely and operators will ensure all safety equipment is operational.

19.5. 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).

19.6. Presentation for work whilst under the influence of alcohol or drugs that affect the ability to safely perform work is prohibited.

19.7. 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.

19.8. Breaking this clause may be regarded as wilful misconduct and therefore may lead to instant dismissal in accordance with Clause 22.7

20. GOOD MANUFACTURING PRACTICE AND PERSONAL HYGIENE

20.1. 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.

20.2. 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.

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

21. PAYMENT OF WAGES

21.1. The wages and allowances of all employees will be paid weekly by electronic funds transfer.

21.2. It is the employee's responsibility to advise the Company in writing of their particular banking details or any change in their banking details.

- 21.3. Should it be required to terminate an employee's service all outstanding monies will be paid within twenty-four hours by the Company.
- 21.4. Outstanding money owing to employees due to company or bank error will be processed within twenty-four (24) hours.

22. COUNSELING PROCEDURE

- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22.4. Should the employee not meet the agreed standards then a first written warning will be issued.
- 22.5. 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.
- 22.6. 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.
- 22.7. 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.
- 22.8. 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.

23. TERMINATION OF EMPLOYMENT

- 23.1. 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.
- 23.2. 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.
- 23.3. 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 22.7 above, or in accordance with the redundancy policy where this applies.
- 23.4. 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.

24. COMPANY/UNION RELATIONSHIP

- 24.1. The parties to this Agreement recognise the important role that unions have in representing the interests of their members.

- 24.2. 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.
- 24.3. 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.
- 24.4. The Company will, upon request by an employee, provide payroll deduction of union fees.
- 24.5. Agreement. The parties agree that during the life of this Agreement, no Australian Workplace Agreements (AWA's) will be entered into with any individual who would otherwise be covered by this Agreement.
- 24.6. An employee elected or appointed to the position of AWU delegate shall be allowed leave with pay to attend formal training courses conducted and/or approved by the Union subject to the following conditions:
- Upon application from the AWU, up to a maximum of 10 days leave each calendar year will be allowed. For this purpose, this 10-day maximum will serve to cover the training requirements of *all* delegates.
 - The AWU will endeavour to provide 14 days notice to Players Biscuits of the enrolment of an eligible employee including details of the course and time required. The AWU will, where requested, provide to Players Biscuits proof of attendance for eligible employees.

25. EMPLOYEE STAND-BY ARRANGEMENTS

- 25.1. 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.

26. CONTRACT LABOUR

- 26.1. It is Players' preference to engage permanent employees under the agreement, however there are occasions when the company requires contract and/or supplementary labour.
- 26.2. 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.
- 26.3. 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.
- 26.4. Contractors or temporary employees carrying out work that would be normally be performed 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.

27. TRAINING LEAVE

- 27.1. 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.

28. OFFICIAL UNION MEETINGS

- 28.1. 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.

29. UNIFORMS AND PROTECTIVE CLOTHING

- 29.1. The company will supply all employees with six (6) sets of uniforms and one (1) pair of protective footwear and a cold weather jacket.
- 29.2. Uniforms/jackets will be replaced according to a reasonable wear and tear basis. Uniforms/jackets will be laundered at the company's expense.
- 29.3. 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.

30. 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.

31. SUPERANNUATION

It is the company's understanding that Choice Of Fund Legislation is applicable under the *Players Biscuits Engineering Enterprise Agreement*

32. ANNUAL DEVELOPMENT APPRAISALS

Management will review all trades persons in leadership positions equal to or greater than Leading hand Operators performance each year in December using the performance review process shown in appendix 4.

33. TERMINATION OF EXISTING ARRANGEMENTS

On the signing of this agreement by representatives of the parties, the parties agree that all previous agreements, arrangements, understandings, customs and practices whether written, verbal or implied which are not specifically written into this agreement are rescinded and replaced by this agreement and have no further application to the site. Any agreement to maintain these will be documented in proceeding sub-clauses:

❑ Short term shift transfer at company directive

Where an employee normally employed on a shift attracting shift allowance is required by the Company to change shift for a temporary period in order to effect any business directive, then that employee will retain their normal shift allowance. For the purposes of this clause only, the term "temporary" is defined as a time frame less than four (4) weeks.

❑ Weekend Overtime Rates

All time worked by any employee on the "weekend" shall be defined as "Weekend Overtime". Such Weekend Overtime will be paid at the rate double time. In the event that an employee works weekend overtime on a shift that would attract a shift loading at normal time, then the employee will also be paid the appropriate shift allowance on base rates of pay *only*.

There is no longer a requirement for a mandatory ten (10) hour break to be eligible for weekend overtime. The company stills expects that employee's will use their good judgement on their fitness for duty prior to working weekend overtime.

□ **Recruitment**

Positions that become available under this agreement will be advertised internally and externally. Any employment offer will take into consideration such factors as relevant background, experience, current competencies and the labour market. All new employees will have met the basic literacy, numeracy and behavioural profile criteria as required in the recruitment process.

Where the employee is applying for a more complex role, and has a comparable skill base to that required, management would need to determine the appropriate entry point. This will generally be a role below the position in question whilst the employee adapts their existing skills to the Players Biscuits work environment.

□ **Higher Duties**

Where there is a genuine business need and an employee is specifically asked by management to work at a higher paid classification than the employee’s usual classification, the employee shall be paid at the rate for the higher classification for the time the employee performs such higher paid work if it is for a period of greater than two hours.

34. SCHEDULE OF AGREEMENT

Representing Players Biscuits

Trevor Campbell (Plant Manager Players Biscuits)

Witness

Representing the Australian Workers Union (NSW Branch)

....., *AWU State Secretary*

Witness

....., *AWU Organiser*

PLAYERS BISCUITS

REDUNDANCY POLICY

1 COMMITMENT

- 1.1 It is the Company's policy to do everything it cannot 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.
- 3.5 Employees who are made redundant will be entitled to a payout of their unused sick leave on a sliding scale as follows:

After 1 year of continuous service as a permanent employee – 4% of the value of the sick leave.
This will increase at a rate of 4% for each completed year of continuous service as a permanent

employee up to a maximum of 100% of the value of the employee's sick leave accrual after 25 years continuous service as a permanent employee.

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 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 – Company policies

Players Biscuits

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 that affect employees will be brought to the Consultative Committee as per the “Introduction of Change” provisions in this agreement.

Players Biscuits

Engineering Job Descriptions & Wage Rates

Job Descriptions

Position Title: ELECTRICAL SUPERVISOR

Purpose of Position: To supervise and carry out set up, installation, repairs, maintenance and modifications of machinery and services.

Responsible To: Engineering Manager

Responsible For: All Electricians and any allocated contractors.

Duties and Responsibilities:

1. Efficiently carry out all duties allocated which may include set up, installation, repairs, maintenance or modification of machinery and services. These duties may be carried out by yourself or delegated to other engineering employees or contractors.
2. Directly responsible for safe operation on any equipment and use of materials used by self and other employees reporting to you. Communicate any safety issues to management.
3. To communicate effectively and to build working relationships with subordinates, peers and managers on a long term basis.
4. Respond to breakdowns or calls for assistance and identify problems. Communicate with production and engineering staff to ensure matters understood and resolved. If unable to respond immediately, communicate to the Fitter Leading Hand, Engineering Manager or Production Shift Manager.
5. Document in the engineering workshop diary a brief description of all breakdowns and repairs and any pending action or cautions to be taken.
6. Complete purchase requests for materials and parts and pass these onto the engineering office for processing.
7. Train other personnel as required.
8. Ensure the engineering personnel weekend roster is completed.
9. Ensure machine changes or setups from the production program are covered.
10. Any other duties within skills and ability as required by the Engineering Manager.

Position Title: LEADING HAND

Purpose of Position: To carry out set up, installation, repairs, maintenance and modifications of machinery and services

Responsible To: Engineering Manager

Responsible For: Fitters, and any allocated contractors

Duties and Responsibilities:

1. Efficiently & safely carry out all duties allocated. This may include the set up, installation, repairs, maintenance, or modification of machinery and services. These duties may be carried out by the Leading Hand directly or delegated to other engineering employees or contractors
2. Ensure machine changes or setups from the production program are covered in conjunction with the Production Shift Manager
3. In accordance with the Maintenance Co-ordinator's work allocations, delegate work to the Fitter with the appropriate skills and time availability
4. Respond to breakdowns or calls for assistance within a timeframe agreed with the Shift Manager. Communicate with production and engineering staff to ensure matters are understood and resolved. If unable to respond within the agreed timeframe, communicate to the Engineering Manager or Production Shift Manager
5. Be responsible for the safe operation of any equipment and materials used by engineering employees
6. Document in the engineering workshop diary a brief description of all breakdowns and repairs and any pending action or cautions to be taken
7. Identify any safety issues and address/communicate to management
8. Complete purchase requests for materials and parts and pass these on to the nominated purchasing resource for processing
9. In conjunction with the Engineering Manager, manage the performance of the team of Fitters
10. Train other personnel as required
11. Complete the engineering personnel weekend roster
12. Communicate effectively and build working relationships with subordinates, peers and managers on a long-term basis
13. Perform any other duties within skills and ability as required by the Engineering Manager

Position Title: ELECTRICIAN

Purpose of Position: To setup, install, repair, maintain and modify machines and services

Responsible To: Engineering Manager, Electrical Supervisor, Shift Manager

Responsible For: Not applicable unless allocated a fitter, or contractor to work with for a specific job

Duties and Responsibilities:

1. Efficiently carry out all duties allocated which may include set up, installation, repairs, maintenance or modification of machinery and services.
2. Directly responsible for safe operation on any equipment used and to communicate any safety issues to the supervisor or other appropriate supervisor.
3. Adhere to standard operating procedures and company policies.

4. To communicate effectively and to build working relationships with subordinates, peers and managers on a long-term basis.
5. Respond to breakdowns or calls for assistance and identify problems. Communicate with production and engineering staff to ensure matters understood and resolved. If unable to respond immediately, communicate to the Electrical Supervisor, Leading Hand or Production Shift Manager your position.
6. Document in the engineering workshop diary a brief description of all breakdowns and repairs and any pending action or cautions to be taken.
7. Complete purchase requests for materials and parts and pass these onto the engineering office for processing.
8. Train other personnel as required.
9. Any other duties within skills and ability as required by the Engineering Manager.

Position Title: FITTER

Purpose of Position: To install, repair, maintain and modify machines and services.

Responsible To: Engineering Manager, Leading Hand or Production Shift Manager.

Responsible For: N/A unless allocated a fitter, or contractor to work with for a specific job

Duties and Responsibilities:

1. Efficiently carry out all duties allocated which may include set up, installation, repairs, maintenance or modification of machinery and services.
2. Directly responsible for safe operation on any equipment used and to communicate any safety issues to the supervisor or other appropriate supervisor.
3. Adhere to standard operating procedures and company policies.
4. To communicate effectively and to build working relationships with subordinates, peers and managers on a long-term basis.
5. Respond to breakdowns or calls for assistance and identify problems. Communicate with production and engineering staff to ensure matters understood and resolved. If unable to respond immediately, communicate to the Leading Hand or Production Shift Manager your position.
6. Document in the engineering workshop diary a brief description of all breakdowns and repairs and any pending action or cautions to be taken.
7. Complete purchase requests for materials and parts and pass these onto the engineering office for processing.
8. Train other personnel as required.
9. Any other duties within skills and ability as required by the engineering manager.

Wage Rates

				Percentage of base rate%	Rates to apply from the first full pay period to commence on or after September 30 2005 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 12 months after September 30 20051 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 24 months after September 301 - 4%
C10	Level 1	Entry level	A. Fitter with no qualifications	100	\$25.9341	\$27.1011	\$28.1852
			B. One qualification	102.5	\$26.5825	\$27.7787	\$28.8899
			C. Three or more qualifications	105	\$27.2308	\$28.4562	\$29.5945
			D. Electrician	105	\$27.2308	\$28.4562	\$29.5945
			E. One qualification	107.5	\$27.8791	\$29.1337	\$30.2990
			F. Three or more qualifications	110	\$28.5276	\$29.8113	\$31.0038
C9	Level 2	>6 months service	A. Fitter with no qualifications	105	\$27.2308	\$28.4562	\$29.5945
			B. One qualification	107.5	\$27.8791	\$29.1337	\$30.2990
			C. Three or more qualifications	112.5	\$29.1759	\$30.4888	\$31.7083
			D. Electrician	110	\$28.5276	\$29.8113	\$31.0038
			E. One qualification	112.5	\$29.1759	\$30.4888	\$31.7083
			F. Three or more qualifications	115	\$29.8242	\$31.1663	\$32.4129
	Level 3	Leading Hand		117.5	\$30.4726	\$31.8439	\$33.1176
	Level 4	Supervisor		120	\$31.1209	\$32.5214	\$33.8222

Equivalent Weekly Rates of Pay

				Percentage of base rate%	Rates to apply from the first full pay period to commence on or after September 30 2005 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 12 months after September 30 20051 - 4.5%	Rates to apply from the first full pay period to commence on or after the expiry of 24 months after September 301 - 4%
C10	Level 1	Entry level	A. Fitter with no qualifications	100	\$985.49	\$1,029.84	\$1,071.04
			B. One qualification	102.5	\$1,010.14	\$1,055.59	\$1,097.81
			C. Three or more qualifications	105	\$1,034.77	\$1,081.34	\$1,124.59
			D. Electrician	105	\$1,034.77	\$1,081.34	\$1,124.59
			E. One qualification	107.5	\$1,059.41	\$1,107.08	\$1,151.36
			F. Three or more qualifications	110	\$1,084.05	\$1,132.83	\$1,178.14
C9	Level 2	>6 months service	A. Fitter with no qualifications	105	\$1,034.77	\$1,081.34	\$1,124.59
			B. One qualification	107.5	\$1,059.41	\$1,107.08	\$1,151.36
			C. Three or more qualifications	112.5	\$1,108.68	\$1,158.57	\$1,204.92
			D. Electrician	110	\$1,084.05	\$1,132.83	\$1,178.14
			E. One qualification	112.5	\$1,108.68	\$1,158.57	\$1,204.92
			F. Three or more qualifications	115	\$1,133.32	\$1,184.32	\$1,231.69
	Level 3	Leading Hand		117.5	\$1,157.96	\$1,210.07	\$1,258.47

Appendix 4 Performance Appraisal

Management and Review

- (a) Management will review all trades persons in leadership positions equal to or greater than Leading hand Operators performance each year in December using the performance review process shown below.

Name of Employee being assessed	
Current Role	

Completing this Performance Valuation Document

- This Performance Valuation (PV) document is designed to ensure that Leaders develop behaviours consistent with the Company values
- It will recognise those values already being demonstrated and highlight areas for further development
- This PV is made up of a series of statements listed under the following heading:
 1. Customers
 2. People
 3. Innovation
 4. Integrity
 5. Problem solving
 6. Safety
 7. Health & Environment
 8. Leadership
- Each statement describes a typical behaviour that is needed at Players Biscuits
- For each statement, rate the person as:
 1. Needs some development, *or*
 2. Generally displays this behaviour, *or*
 3. Consistently displays this behaviour

CUSTOMERS				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
C1 UNDERSTANDS CUSTOMERS' NEEDS	▪ Knows who internal and external customers are	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Understands needs of customer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Gets feedback on service provided	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shows concern for service delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Communicates well with customers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C2 MEET CUSTOMERS' NEEDS	▪ Tries to complete work right first time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Delivers quality work on time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shows concern for service delivery	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Anticipates future customer needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Looks for better ways to meet needs of customers – seeks customer input	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PEOPLE				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
P1 PARTICIPATE IN TEAM ACTIVITIES	▪ Pulls own weight in team	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Contributes in team meetings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Accepts team goals as own	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Lets others know what is happening	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Acknowledges efforts of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P2 SHOW RESPECT FOR OTHERS	▪ Listens carefully to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Talks in a positive way to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is sympathetic to difficulties of others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Respects individual differences	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is open and honest with others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
P3 HELP AND SUPPORT OTHERS	▪ Happy to train others in new skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Helps prepare for the next person	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is approachable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is friendly & co-operative	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

INNOVATION				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
I1 IMPROVING METHODS & PROCESSES	▪ Questions the way things are done	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Contributes new ideas and methods	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is open to suggested improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is positive towards change	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is willing to experiment with new ways	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Tracks and monitors improvements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
I2 IMPROVING SKILLS	▪ Keen to develop own skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks opportunities to be flexible	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Keen to develop other's skills	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Strives to improve own work targets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks feedback on own performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
INTEGRITY				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
IN1 RESPOND TO NEEDS OF BUSINESS	▪ Fast to react to urgent work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Priorities work according to needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Thinks ahead and organises what is needed to keep process going	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Asks for help when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is positive about company initiatives	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
IN2 ACT RESPONSIBLY	▪ Understands own responsibilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Takes initiatives, self-starting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Accepts consequences of actions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is consistently committed to performing to best of ability	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Follows things through to completion	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is accountable for own work	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PROBLEM SOLVING				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
PS1 IDENTIFY AND SOLVE PROBLEMS	▪ Checks details leading up to problem	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Is alert to recurring problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Looks for symptoms of problems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Thinks problem through before acting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Seeks assistance if necessary	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Considers range of options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Passes on experience to others	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PS2 WORK SAFELY	▪ Works in compliance with GMP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Knows and applies safety procedures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Wears PPE when required	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Lets others know when they are doing something unsafe	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Brings safety issues to attention	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LEADERSHIP				
Dimension	Typical Behaviours	Need Some Development	Generally displays this behaviours	Consistently displays this behaviour
L1 DEVELOP OTHERS	▪ Encourages others to express ideas	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Helps people to develop ownership	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shows appreciation of other's efforts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Provides a source for consultation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Handles conflict in a sensitive manner	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Provides constructive feedback	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
L2 ORGANISE RESOURCES	▪ Ensures smooth shift changeovers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Communicates often with customers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Priorities to meet business needs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Plans ahead to reduce errors, delays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Takes initiatives to work "smarter"	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	▪ Shares responsibility to meet targets	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Appendix 5 - Qualifications

The principles of this document follow the principles of the Australian Qualifications Framework (AQF).

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience.

It is expect that Players will only employed qualified trades people for each role describe in the enterprise agreement. This means that for the purposes of the Players Biscuits Enterprise agreement, qualification refers to skills, training and assessment attained post primary trade.

The post trade qualifications can be attained through recognised prior learning (RPL) or through education or private providers. The TAFE equivalent training levels are compared in the table below to the Players Enterprise Agreement Levels.

Players Engineering Enterprise Agreement Levels	TAFE equivalent training
1 Qualification	Certificate 1 Certificate 2 50% Certificate 3 50% Certificate 4 25% Advanced Diploma 25% Diploma
3 Qualifications	3 or more Certificate 1 3 or more Certificate 2 2 or more Certificate 3 2 or More Certificate 4 Advanced Diploma Diploma

RPL (Recognised Prior Learning)

RPL (Recognised Prior Learning) involves the assessment of previously unrecognised skills and knowledge an individual has achieved outside the formal education and training system. RPL encourages an individual to continue upgrading their skills and knowledge through structured education and training towards formal qualifications and improved employment outcomes.

In order to recognise prior learning it is necessary to:

- compare the informal or non-formal learning the individual has achieved against the learning outcomes or performance criteria of the course or qualification for which the student is using as a basis for seeking entry or the award of credit, and
- determine appropriate evidence to support the claim of prior learning.

The processes used to assess RPL applications may take several (not mutually exclusive) forms, for example:

- participation in exactly the same or modified versions of the assessment the student would be required to complete as part of the full course;
- assessment based on a portfolio of evidence;
- direct observation of demonstration of skill or competence;
- reflective papers, journals or portfolios that relate past learning to the learning or competency outcomes of the current course or qualification;
- provision of examples of the student's work drawn from the workplace, social, community or other setting in which the student applies their learning, skill or competence;
- testimonials of learning, skill or competence; and
- combinations of any of the above.

1.1.1.1 Principles of Australian Qualifications Framework

The Australian Qualifications Framework (commonly known as the AQF) is a unified system of national qualifications in schools, vocational education and training (TAFE's and private providers) and the higher education sector (mainly universities).

The AQF helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the AQF, you can start at the level that suits you and then build up as your needs and interests develop and change over time. The Framework assists learners to plan their career progression at whatever stage they are within their lives and when they are moving interstate and overseas.

Work-based qualifications and academic qualifications are part of a single system, allowing maximum flexibility in career planning and continuous learning (remember, you are likely to make at least five major career and lifestyle changes in your lifetime).

The following changes in vocational education and training have most affected the system of qualifications:

- Vocational qualifications are now *industry-based*, with specified combinations of *units of competency* required by each industry for each qualification;
- These qualifications are designed in a *sequence*, allowing you to move steadily from one qualification to the next. Sometimes you will want to mix and match units of competency : whatever you chose, the units will accumulate on your record of achievement and help towards retaining your job, promotion, a change of career or further learning;
- To be assessed as competent for one of the vocational qualifications, you have to show you can use your skills and knowledge under workplace conditions, *so a lot of your training will be in the workplace*. Also, you can be assessed for the skills and knowledge you may already have gained informally in previous work. This assessment process is known as recognition of prior learning (RPL);
- Registered Training Organisations (RTOs) are accredited to provide training and issue qualifications according to the requirements of the AQF.

Reference: Australian Qualifications Framework web site <http://www.aqf.edu.au/>

1.1.2 The following list of courses are from the N.S.W. TAFE Web Page (<http://www.tafensw.edu.au/>) and are current as of 12th October 2005.

1.1.3 This list is a guide only and is not comprehensive or final.

1.1.4 Electronics & Communication

- [4206](#) Appliance Servicing - TAFE Statement
- [9184](#) Computer Hardware Engineering - TAFE Statement
- [9967](#) Computer Hardware Servicing - TAFE Statement
- [343](#) Computer Systems Technology - Advanced Diploma (AQF)
- [4290](#) Domestic Appliance Servicing - Certificate III (AQF)
- [333](#) Electrical Engineering (Computer Systems) - Advanced Diploma (AQF)
- [269](#) Electrical Engineering (Computer Systems) - Diploma (AQF)
- [270](#) Electrical Engineering (Electronics & Communications) - Diploma (AQF)
- [335](#) Electrical Engineering (Industrial Control) - Advanced Diploma (AQF)
- [275](#) Electrical Engineering (Industrial Electronics) - Diploma (AQF)
- [332](#) Electrical Engineering - Advanced Diploma (AQF)
- [249](#) Electrical Engineering - Diploma (AQF)
- [338](#) Electrical Technology - Advanced Diploma (AQF)
- [9241](#) Electronics - Trade - Certificate III (AQF)
- [366](#) Electronics Technology - Advanced Diploma (AQF)
- [9179](#) Electronics/Computer Pre-Vocation - Certificate I (AQF)
- [9183](#) Electrotechnology Building Services - Certificate III (AQF)
- [342](#) Electrotechnology Communications - Certificate III (AQF)
- [430](#) Electrotechnology Communications - Certificate IV (AQF)
- [9186](#) Electrotechnology Computer Systems - Certificate III (AQF)
- [9194](#) Electrotechnology Computer Systems - Certificate IV (AQF)
- [3729](#) Electrotechnology Entertainment and Servicing - Certificate III (AQF)
- [3731](#) Electrotechnology Entertainment and Servicing - Certificate IV (AQF)
- [9189](#) Electrotechnology Refrigeration & Air Conditioning - Certificate III (AQF)
- [9201](#) Electrotechnology Refrigeration & Air Conditioning - Certificate IV (AQF)
- [9190](#) Electrotechnology Scanning - Certificate III (AQF)
- [4268](#) Engineering - Mechanical Trade (Refrigeration & Air Conditioning) - Certificate III (AQF)
- [290](#) H.V.A.C - Refrigeration Engineering - Diploma (AQF)
- [7778](#) Legionella Control for Health Officers - Statement of Attainment (AQF)
- [442](#) Legionella Control for Health Officers - TAFE Statement

- [2897](#) Medical Equipment Servicing & Technical Support - TAFE Statement
- [4249](#) Microbial Control for Air Handling & Water Cooling - Post Operative - TAFE Statement - TAFE PLUS
- [429](#) R410a - High Pressure Refrigerant (Airah) - TAFE Statement - TAFE PLUS
- [2884](#) Refrigeration Plant Operation - Short Course
- [9181](#) Refrigeration Pre-Vocation - Certificate I (AQF)

1.1.5 Electrical Instrument Service & Industrial Control

- [7776](#) C-Bus Lighting Management - TAFE Statement
- [9209](#) E S I Distribution (Powerline) - Certificate III (AQF)
- [419](#) Electrical Contracting - Certificate III (AQF)
- [9176](#) Electrical Pre-Vocation - Certificate I (AQF)
- [9968](#) Electrical Wiring - Certificate III (AQF)
- [6007](#) Electronic Security Installers - TAFE Statement
- [9203](#) Electrotechnology - Certificate I (AQF)
- [11300](#) Electrotechnology Assembly and Servicing - Certificate III (AQF)
- [9177](#) Electrotechnology Data Communications - Certificate II (AQF)
- [9187](#) Electrotechnology Data Communications - Certificate III (AQF)
- [9188](#) Electrotechnology Instrumentation - Certificate III (AQF)
- [9199](#) Electrotechnology Instrumentation - Certificate IV (AQF)
- [4291](#) Electrotechnology Renewable Energy - Certificate IV (AQF)
- [4292](#) Electrotechnology Servicing - Certificate II (AQF)
- [6077](#) Electrotechnology Systems Electrician - Certificate III (AQF)
- [9202](#) Electrotechnology Systems Electrician - Certificate IV (AQF)
- [4250](#) Engineering-Electrical/Electronic Trade - Certificate III (AQF)
- [434](#) Industrial Electronics - Certificate III (AQF)
- [421](#) Industrial Instrumentation - Certificate III (AQF)
- [9213](#) Lift Systems (Electrical) - Certificate IV (AQF)
- [9212](#) Lift Systems (Electrical) - Trade - Certificate III (AQF)
- [1004](#) Lighting Principles - TAFE Statement - TAFE PLUS
- [441](#) Programmable Logic Controllers - Certificate III (AQF)
- [9974](#) Renewable Energy - TAFE Statement
- [433](#) Restricted Electrical Work - Disconnect/Reconnect - Statement of Attainment (AQF)
- [9989](#) Safety Checking Electrical Appliances - TAFE Statement - TAFE PLUS

- [431](#) Specialised Electrical Work - Statement of Attainment (AQF) - TAFE PLUS
- [9218](#) Sustainable Energy (Electrotechnology) - Certificate I (AQF)
- [9983](#) Trade Tests - Electrotechnology - TAFE Statement

1.1.6 Mechanical Services

- [4892](#) Computer Aided Drafting - Statement of Attainment (AQF)
- [7773](#) Computer Aided Drafting - Statement of Attainment (AQF)
- [9879](#) Detail Drafting - Diploma (AQF)
- [8256](#) Detail Drafting and Cad - Certificate III (AQF)
- [9976](#) Detail Drafting Concepts - Certificate II (AQF)
- [3442](#) Drafting Trades - Certificate III (AQF)
- [9325](#) Engineering (Non-Destructive Testing) - Diploma (AQF)
- [9975](#) Engineering - Diploma (AQF)
- [9324](#) Engineering - Higher Engineering Trade (N.D.T.) - Certificate IV (AQF)
- [2878](#) Engineering - Mechanical Trade (Locksmithing) - Certificate III (AQF)
- [3452](#) Engineering - Mechanical Trade (Toolmaking) - Certificate III (AQF)
- [6888](#) Engineering - Mechanical Trade (Watchmaking) - Certificate III (AQF)
- [3448](#) Engineering - Mechanical Trade - Certificate III (AQF)
- [6898](#) Engineering - Refresher - Graduate Certificate (AQF)
- [300](#) Engineering - Technician - Certificate III (AQF)
- [6899](#) Engineering - Technician - Certificate III (AQF)
- [9236](#) Engineering Project Management - Statement of Attainment (AQF)
- [7750](#) Fluid Power Control - Statement of Attainment (AQF) - TAFE PLUS
- [9235](#) Maintenance Management - Statement of Attainment (AQF)
- [9878](#) Maintenance Management - Statement of Attainment (AQF)
- [9877](#) Manufacturing and Engineering - Statement of Attainment (AQF)
- [9885](#) Manufacturing Technology - Diploma (AQF)
- [6459](#) Mechanical Design - Statement of Attainment (AQF)
- [9895](#) Mechanical Engineering - Advanced Diploma (AQF)
- [9881](#) Mechanical Engineering - Diploma (AQF)
- [9894](#) Mechanical Technology - Advanced Diploma (AQF)
- [9240](#) Mechatronics - Advanced Diploma (AQF)
- [9893](#) Naval Architecture - Advanced Diploma (AQF)
- [9883](#) Naval Architecture - Diploma (AQF)

- [9892](#) Naval Architecture Technology - Advanced Diploma (AQF)
- [9323](#) Non-Destructive Testing - Statement of Attainment (AQF)
- [9322](#) Non-Destructive Testing - TAFE Statement
- [6896](#) Steam Plant Operation - TAFE Statement

1.1.7 Engineering Manufacturing

- [9250](#) As1796 Certificate 1 (Mmaw) - TAFE Statement - TAFE PLUS
- [9251](#) As1796 Certificate 1e (Mmaw) - TAFE Statement - TAFE PLUS
- [9252](#) As1796 Certificate 2 (Mmaw) - TAFE Statement - TAFE PLUS
- [9253](#) As1796 Certificate 3 (Mmaw) - TAFE Statement - TAFE PLUS
- [9254](#) As1796 Certificate 3e (Mmaw) - TAFE Statement - TAFE PLUS
- [9255](#) As1796 Certificate 4 (Mmaw) - TAFE Statement - TAFE PLUS
- [9256](#) As1796 Certificate 5 (Gtaw/Mmaw) - TAFE Statement - TAFE PLUS
- [9257](#) As1796 Certificate 6 (Gw) - TAFE Statement - TAFE PLUS
- [9258](#) As1796 Certificate 7 (Gtaw) - TAFE Statement - TAFE PLUS
- [9259](#) As1796 Certificate 8f (Fcaw) - TAFE Statement - TAFE PLUS
- [9260](#) As1796 Certificate 8g (Gmaw) - TAFE Statement - TAFE PLUS
- [9261](#) As1796 Certificate 9 (Automatic) - TAFE Statement - TAFE PLUS
- [9904](#) Competitive Manufacturing - Certificate III (AQF)
- [9905](#) Competitive Manufacturing - Certificate IV (AQF)
- [4857](#) Engineering (Pre-Employment) - Statement of Attainment (AQF)
- [3443](#) Engineering - Certificate I (AQF)
- [9081](#) Engineering - Certificate IV (AQF)
- [3451](#) Engineering - Fabrication Trade (Casting&Moulding) - Certificate III (AQF)
- [3450](#) Engineering - Fabrication Trade (Patternmaking) - Certificate III (AQF)
- [3449](#) Engineering - Fabrication Trade - Certificate III (AQF)
- [3457](#) Engineering - Pre-Employment (Basic) - Statement of Attainment (AQF)
- [3458](#) Engineering - Pre-Employment (Intermediate) - Statement of Attainment (AQF)
- [3445](#) Engineering - Production - Certificate II (AQF)
- [3447](#) Engineering - Production Systems - Certificate III (AQF)
- [3446](#) Engineering - Production Technology - Certificate II (AQF)
- [9875](#) Engineering Project Management - Statement of Attainment (AQF)
- [8228](#) Foundry Metal Casting - TAFE Statement
- [6458](#) Industrial Management - Statement of Attainment (AQF)

- [6460](#) Manufacturing Automation - Statement of Attainment (AQF)
- [9891](#) Manufacturing Technology - Advanced Diploma (AQF)
- [9887](#) Mechanical and Manufacturing Engineering - Advanced Diploma (AQF)
- [9886](#) Mechanical and Manufacturing Engineering - Diploma (AQF)
- [3441](#) Metal and Engineering Competency Standards Units - Statement of Attainment (AQF)
- [6461](#) Production Planning - Statement of Attainment (AQF)
- [9234](#) Quality Management - Statement of Attainment (AQF)
- [9874](#) Quality Management - Statement of Attainment (AQF)
- [8590](#) Welding (As 1796, 1-9) - TAFE Statement
- [7767](#) Welding (Gtaw) - Certificate
- [7765](#) Welding (Mmaw) - Certificate