

**REGISTER OF
ENTERPRISE AGREEMENTS**



ENTERPRISE AGREEMENT NO: EA98/251

TITLE: Players Biscuits Maintenance Employees Enterprise Agreement 1998

I.R.C. NO: 98/4399

DATE APPROVED/COMMENCEMENT: Approved 19 August 1998 and commenced 1 February 1998

TERM: Expires 1 April 1999

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: Employees covered by the Metal and Engineering Industry (New South Wales) Interim Award at 106-128 Parraweena Road, Miranda 2228

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



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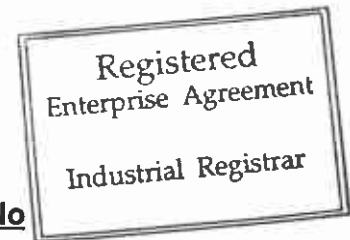
PLAYERS BISCUITS PTY LTD
MAINTENANCE EMPLOYEES
ENTERPRISE AGREEMENT
1998

1. TITLE

This agreement shall be known as the **Players Biscuits Maintenance Employees Enterprise Agreement 1998**.

2. ARRANGEMENT

The agreement is arranged as follows:



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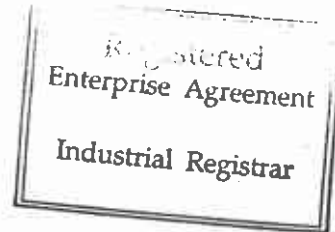
3. APPLICATION

This agreement shall apply at Players Biscuits, 106-128 Parraweena Road, Miranda NSW 2228 to all employees who are bound by the terms of the Metal and Engineering (State) Award insofar as those provisions relate to the parties referred to in Clause 4 of this agreement.

4. PARTIES BOUND

The parties to this agreement are:

- a) The Australian Workers' Union;
- b) Players Biscuits;
- c) All employees whether members of the organisation of employees named in this clause or not who are engaged currently or in the future in any of the occupations, trades, industries or callings specified in the Metal and Engineering (State) Award.



5. DATE AND PERIOD OF OPERATION

This agreement shall remain in force until 1st April, 1999. It is the parties intention to draft a combined agreement (for the site with the NUW by 1st April, 1999.)

6. RELATIONSHIP TO PARENT AWARD

This agreement shall be read wholly in conjunction with the Metal and Engineering (State) Award provided that where there is any inconsistency between this Agreement and the Metal and Engineering (State) Award, this agreement shall take precedence to the extent of any inconsistency.

7. WAGES

Employees who are bound by this agreement shall be paid a wage increase of 5%. This will be paid as follows:

1 st February 1998	3%
1 st April 1998 1999	2%

The wage increase specified in this clause shall be payable in addition to the current agreed rates of pay at the enterprise and shall be paid for all purposes of the award/s specified in Clause 6 hereof on and from the date of ratification.

8. HOURS OF WORK

The spread of hours shall be between 6am and 6pm, Monday to Friday.

Day Shift	6am to 2.30pm	} Any variation to these hours will be done through consultation and agreement.
Afternoon Shift	2pm to 10pm	
Night Shift	3pm to 11pm	
	10.30pm to 6.30am	

9. ROSTER FOR 5.30am START

A voluntary roster system will be implemented by maintenance staff to guarantee that a maintenance fitter will always be available for the 5.30am start. The purpose of which is to cover start-up of machinery on day shift. The employee will be paid overtime for the first thirty minutes and will then work 8 hours in total.

10. ROSTERED DAY OFF (RDOs)

Where possible five working days notice will be given by employees to management prior to the taking of a requested RDO. RDO's will be rostered by mutual agreement.

No more than two employees will take a day after a weekend or long weekend as an RDO. At least one electrician will be rostered on day shift

11. PAYMENT OF WAGES AND PAYSLEIPS

Employees will receive wage entitlement and pay slip weekly on the Thursday. Pay slips will state all entitlements or when this is not available due to the accounting system, employees will be able to access such information on request.

12. EMPLOYEE STAND-BY ARRANGEMENTS

Employees will be paid six hours double-time pay for eight hours standby. This may well be paid regardless of employees being called in. (Refer to company policy in appendix B).

13. FLEXIBLE MEAL BREAKS

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

14. CHRISTMAS PERIOD AND ANNUAL LEAVE

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 shutdown 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 weeks. If for any reason this period needs to be beyond 3 weeks this will be agreed between the Company and the Union.

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

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

15. SICK LEAVE

Employees will be required to produce a doctor's certificate or a statutory declaration after two days of sick leave. Pay entitlements will not be held up during the period or when an employee is under investigation. If an employee is absent on a Monday, Friday or directly after an RDO, a certificate must be produced. Refer to company policy in appendix B.

16. CONTRACT LABOUR

The parties to this agreement agree that limitations should apply to contractors and the engagement of labour from labour hire agencies. In emergency, the union delegate will be informed prior to contractors being brought on site.

17. CLASSIFICATION/COMPETENCY STANDARDS

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 appropriate implementation on site.

Job Descriptions for Maintenance employees are as per attached in Appendix C.

18. OCCUPATIONAL HEALTH & SAFETY COMMITTEE

An elected Maintenance Employees Representative elected by the maintenance staff, will be placed on the established Safety Committee which is responsible for identifying all the safety needs of the plant.

19. CONSULTATIVE COMMITTEE

An elected Maintenance Employees Representative elected by the maintenance staff, will be placed on the established Consultative Committee.

20. TRAINING LEAVE

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 to employees to attend Trade Union Training courses up to a maximum of 4 days per year.

21. NO EXTRA CLAIMS

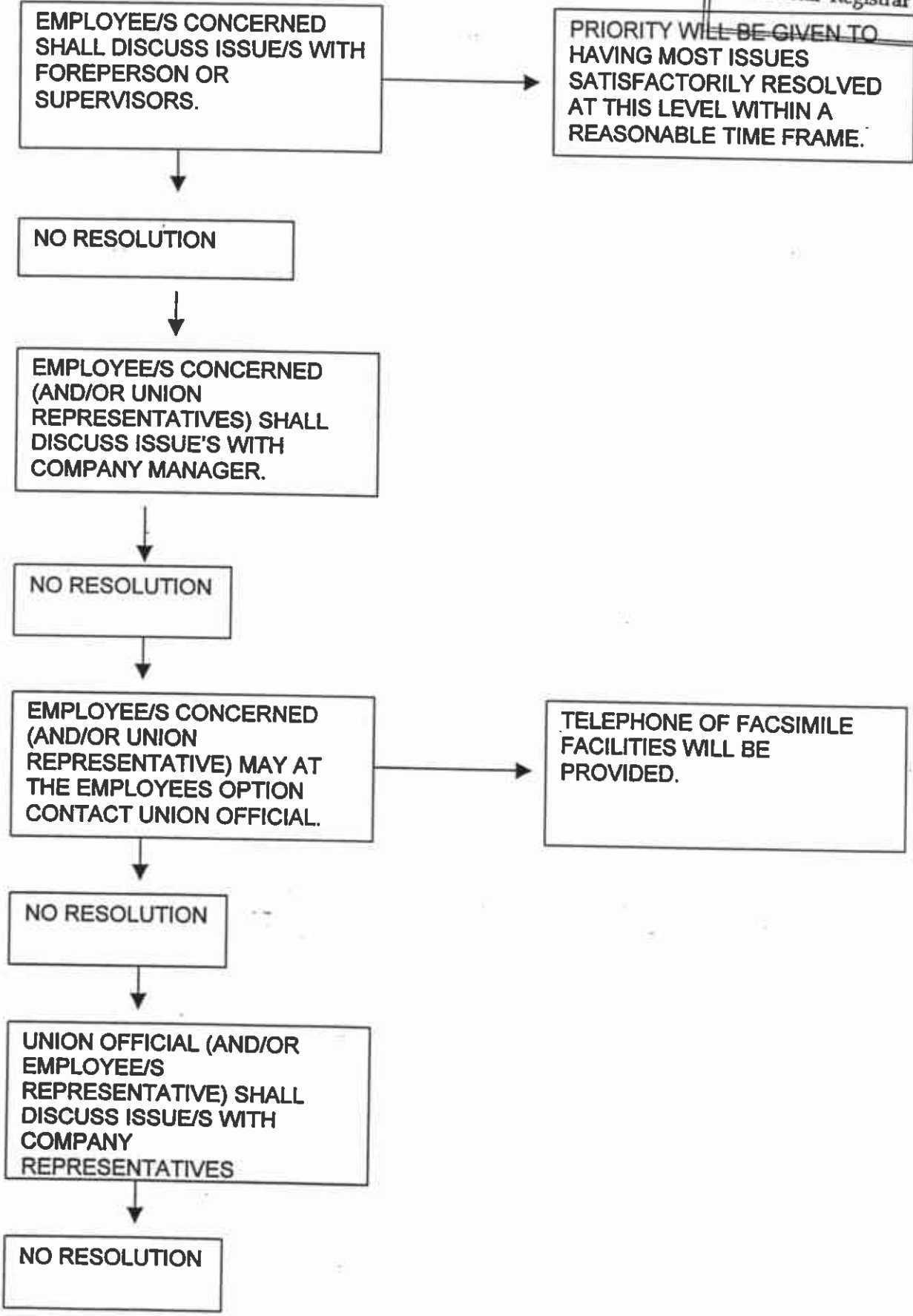
The parties agree that they will not, for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.

22. DISPUTES SETTLEMENT PROCEDURE

In the event of any issue or grievance arising, any such issue or grievance or any other like matter shall be dealt with in accordance with the following steps:

ISSUE

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If settlement cannot be reached through the above steps any party to this Agreement shall take the appropriate steps to have the issue/s referred to the Australian Industrial Relations Commission (including, where agreed, to a board of reference) for conciliation and if necessary, arbitration.

While the above procedure is being carried out work should continue in a safe, normal manner and all parties to this Agreement will endeavour to see that no strike, ban or limitation is in place.

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23. OFFICIAL UNION MEETINGS

A minimum of 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 by either the union delegate or an elected official of the union.

24. UNIFORMS AND PROTECTIVE FOOTWEAR

The company will supply all employees with (6) sets of uniforms and (1) pair of protective footwear. Uniforms will be laundered at the company's expense.

25. RENEGOTIATION AND REVIEW

The parties agree to commence negotiations no later than three (3) months prior to the expiration of this agreement.

26. OVERTIME

All overtime to be at double time (except for public holiday which are double time and a half).

1. Call Outs

Call outs four hours minimum at double time. The method for returning to work after call outs shall be decided by the actual employee on the day, for any one of the three following methods:


- A) Any call out which is within six (6) hours of normal shift start, the maintenance employee will work for a full eight (8) hours commencing from call out start time after being called out in place of their normal shift.
- B) After a call out, the maintenance employee should have a ten (10) hour break before returning to work and completing the time remaining for their normal shift, without loss of pay.
- C) Any call out which is within six (6) hours of normal shift start, the maintenance employee will add, the length of time for the call out, plus one (1) hour travelling time and return to work, this amount of time after normal start, without loss of pay.

Signed on behalf of The Australian Workers' Union





Signed on behalf of Players Biscuits



APPENDIX A

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EMPLOYMENT SECURITY/REDUNDANCY AGREEMENT

1. NOTICE

For employees with between 1 and 5 years service notice in accordance with following scale.

PERIOD OF SERVICE	NOTICE
Up to one year	1 week
1 year to 2 years	2 weeks
2 years to 3 years	2 weeks
3 years to 4 years	3 weeks
4 years to 5 years	3 weeks

For employees with more than five years service 4 weeks notice shall apply.

2. REDUNDANCY PAY

- A) Three weeks pay per year of service.
 - B) Part year service is to be pro-rata calculated on a minimum calendar monthly basis.
3. "Last on first off" principle to apply all other things being equal.
 4. Company to call for volunteers first before nominating employees for redundancy.
 5. All redundant employees shall be paid Long Service Leave on a pro-rata basis from the first year of service.
 6. There will be no discounting of the redundancy and notice payment referred to above on account of superannuation.
 7. The company to notify Employment National (formerly the Commonwealth Employment Service) and the relevant superannuation fund managers on behalf of employees made redundant.
 8. Unconsumed sick leave shall be paid out of termination (redundant employees only).
 9. The company will provide redundant employees with paid time off, up to a maximum of eight hours, to attend interviews for employment. Payment shall not be made by the company until proof of attendance at an interview is given.

COMPANY POLICIES

As part of the agreement for pay increases the following company rules and policies have been reinforced.

Company Rules and Policies:

Hygiene:

Due to health and hygiene considerations obligations of all employees for attention to personal hygiene and dress standards:

Specific items are:

- Detailed dress standards (uniforms supplied, clean shoes, no jumpers or pullovers to be worn over the uniform)
- Removal of jewellery (except one plain wedding ring and two earring sleepers)
- Spectacle wearers must use a safety cord
- Beards must be fully contained within a beard cover and mustaches neatly trimmed
- Clean fingernails (no more than 3mm longer than the fingertip, no nail polish and no false nails)
- All hair covered at all times
- No lollies, drink, gum or food in the factory
- No bags taken into the factory, all items other than keys left in lockers

Smoking:

In line with Occupational Health and Safety standards and Food Hygiene standards and laws there will be no smoking permitted outside the designated area. Despite repeated attempts to control this problem some employee persist in smoking where it is not allowed.

Car Parking:

All employees will park in areas allocated and if there is insufficient space they will use street parking. Parking in visitor, shop or staff allocated spaces is not to be permitted.

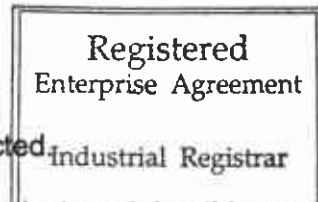
All drivers will drive their vehicles in a safe and considerate manner when on site. Any dangerous or reckless driving will result in an indefinite ban from using the available parking.

Housekeeping:

1. Factory – All personnel must adopt the clean as you go principle. Unless impractical due to safety or operational reasons all spills or messes are to be cleaned when they occur. All work areas must be left in a clean and tidy state.
2. Locker/Change Rooms – They must be kept clean and tidy. All dirty clothes must be placed in the lockers provided and all rubbish placed in bins.
3. Meal/Tea Areas – All personnel must clean up after themselves, all tables and chairs left clean and rubbish placed in the bins.

4. Gardens and Parking Areas – Personnel are not to litter or leave any material in the general areas of the factory. All rubbish including gloves, hats and cups must be placed bins.

Access System and Time Clock:



All employees must use the access system and time clock as instructed. Personnel identity cards must be kept safe and secure. If cards are lost or stolen this must be used correctly. The doors to the canteen must never be held or kept open with a doorstep. After personnel have entered or left the door must be allowed to close properly.

The time clock swipe unit must be used when starting and finishing work in accordance with the set procedures. Failure to follow the procedures will result in delays to pay processing.

Disciplinary Procedures:

All employees will be subject to the following disciplinary procedures:

1. Failure to comply with company rules and policies will result in a counseling session and verbal warning being issued.
2. Continued failure to comply will result in a written warning being issued.
3. If a written warning has been issued three times for failure to comply with company rules and policies employment will be terminated.

Any employee found stealing any item from the company or another employee will be instantly dismissed.

ENGINEERING STANDBY

Determination of requirement for employees on standby

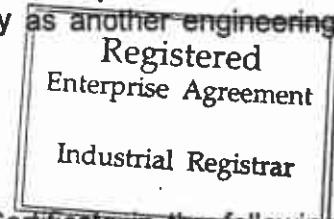
1. The decision to have engineering employees on standby will be made by the Engineering Manager with reference to the operational requirements of the company.
2. Standbys will be rostered to achieve engineering coverage as efficiently as possible. Outside contractors will be used as a standby only if suitable employees are not available.
3. The alternative to standby is to have a call in situation which may result in significant delays or failure to a response for engineering assistance if employees or contractors are unavailable.

Operation of standby

1. All suitably qualified engineering employees are required to be available for a reasonable amount of the required stand by hours. The available time should be shared as evenly as practicable between them.
2. A roster will be utilised to indicate the date and number of standby hours each engineering employee has completed. The roster will also indicate those employees asked but unable to go on standby.
3. A condition of standby is that the engineering employee must be able to be contacted by factory staff at all times during this period of standby. They must also be in a fit

state (not under the influence of alcohol and drugs) to perform engineering duties and be able to present themselves for work as required when on standby.

4. If an engineering employee on standby can not be contacted in the first instance by the factory staff either the engineering manager or foreman will be contacted. They will then attempt to contact the person on standby. If this also fails they will nominate another engineering employee to call in. the employee on standby will be regarded as not having fulfilled the requirements of standby and will not be paid for the shift/s of standby. This will also count as a turn of standby duty as another engineering employee will have been denied this period.



SICK LEAVE

Employees entitled to paid sick leave must provide a Doctors Certificate in the following circumstances:

1. Before or after a Rostered Day Off.
2. Before or after a Weekend.
3. Before or after a Public Holiday (This is also a condition of being paid for the Public Holiday).
4. For two or more days absence.

If a certificate is not presented the employee will not be paid for the period in question.

In accordance with recent changes an employee may use sick leave to care for family members. However, a Doctors Certificate or statutory declaration is required stating that the illness of the person concerned is such as to require care by another person.

Please ensure you take sick leave only when required. If you use it for other purposes they may be insufficient to cover you in times of real need.

APPENDIX C

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JOB DESCRIPTION

Position Title: TRADES ASSISTANT

Purpose of Position: To assist issuing of purchase orders and other general duties as required.

Responsible To: Engineering Manager.

Responsible For: N/A unless allocated another employee for training or a specific job.

Duties and Responsibilities:

1. Efficiently carry out all duties allocated.
2. Directly responsible for safe operation of any equipment used and to communicate any safety issues.
3. To communicate effectively and to build working relationships with peers and managers on a long term basis.
4. Issuing of purchase orders to suppliers.
5. Checking goods received.
6. Placing goods received in storage area.
7. Issuing accounts department with a copy of purchase orders and delivery dockets.
8. Operate the water treatment plant when required.
9. Train other personnel as required.
10. Any other duties within skills and ability as required by the engineering manager.

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Position Title: TRADES ASSISTANT

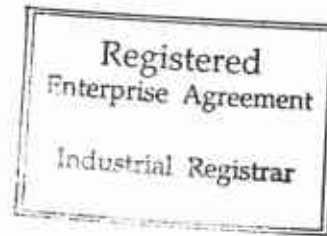
Purpose of Position: To operate the water treatment plant and other general duties as required.

Responsible To: Engineering Supervisor

Responsible For: N/A unless allocated another employee for training or a specific job

Duties and Responsibilities:

1. Efficiently carry out all duties allocated. These will vary depending upon the requirements of the water treatment plant and priorities of other work.
2. Directly responsible for safe operation of any equipment used and to communicate any safety issues to the supervisor or engineering manager.
3. Communicate breakdowns to Engineering Supervisor or Leading Hand.
4. To communicate effectively and to build working relationships with peers and managers on a long term basis.
5. Ensure the daily log book is kept up to date and any relevant information regarding the operation of the water treatment plant is noted.
6. Write purchase requests for materials and parts.
7. Train other personnel as required.
8. Any other duties within skills as required by the engineering manager.



Position Title: LEADING HAND

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

Responsible To: Engineering Supervisor.

Responsible For: Fitters, trades assistants 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 of any equipment and use of materials used by self and other employees reporting to you. Communicate any safety issues to supervisor or 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 are understood and resolved. If unable to respond immediately, communicate to the Fitter Supervisor, Engineering Manager or Production Staff.
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. Complete the engineering personnel week end roster.
9. Ensure machine changes or setups from the production program are covered in conjunction with the supervisor.
10. Any other duties within skills and ability as required by the engineering manager.



Position Title: SUPERVISOR

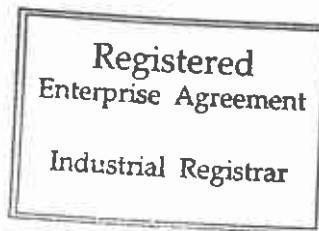
Purpose of Position: To supervise and carry out set up, installation, repairs, maintenance and modifications of machinery and services.

Responsible To: Engineering Manager

Responsible For: All fitters, electricians and trades assistants 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 of 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 are understood and resolved. If unable to respond immediately, communicate to the Fitter Leading Hand, Engineering Manager or Production Staff.
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 week end 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: FITTER

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

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

Responsible For: N/A unless allocated a fitter, trades assistant (T/A) 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 of 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 are understood and resolved. If unable to respond immediately, communicate to the Engineering Supervisor, Leading Hand or Shift Supervisor 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.

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Position Title: ELECTRICIAN

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

Responsible To: Engineering Manager, Supervisor or Shift Manager

Responsible For: Not applicable unless allocated a fitter, trades assistant (T/A) 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 of 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 are understood and resolved. If unable to respond immediately, communicate to the Engineering Supervisor, Leading Hand or Shift Supervisor 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.

sh:pm:4

INDUSTRIAL RELATIONS COMMISSION
OF NEW SOUTH WALES

KAVANAGH J

TUESDAY 29 SEPTEMBER 1998

IRC98/4399 - PLAYERS BISCUITS PTY LTD MAINTENANCE EMPLOYEES
ENTERPRISE AGREEMENT 1998

Application by the Australian Workers' Union, New South
Wales Branch, for approval of enterprise agreement.

Mr H McDermott for the union

(Mr McDermott also mentioned the matter on behalf of
the company.)

HER HONOUR: Do you know why the matter is in for mention,
Mr McDermott?

MCDERMOTT: Yes. As a result of a phone call I understand
the clause regarding the backdating of the enterprise
agreement is called into question.

HER HONOUR: Yes. The Act says it has to be for a year.
Section 42(2) states, "The nominal term of an enterprise
agreement must be not less than 12 months nor more than
three years."

MCDERMOTT: May I make a suggestion, the people have been
paid the money on site. I would be pleased if you could
back-date the enterprise agreement, it is in your power to
do that.

HER HONOUR: But I won't do it without the employer being
present. Can you remind me who appeared on the last
occasion?

MCDERMOTT: It was the production manager for the company, I
can't recall his name.

HER HONOUR: Mr Sharpe?

MCDERMOTT: Yes.

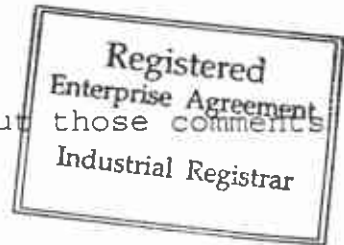
HER HONOUR: You should contact Mr Sharpe and tell him that
under section 42 of the Act I cannot approve of something
under 12 months. I thought the enterprise agreement should
operate from April 1998 to April 1999 rather than from
August 1998 to April 1999 but the date payments were to be
made under that agreement could stay the same.

MCDERMOTT: Yes.

HER HONOUR: But you must get instructions from Mr Sharpe.



sh:pm:4



McDERMOTT: If Mr Sharpe wrote to you and put those comments in writing, would that suffice?

HER HONOUR: I would prefer an appearance.

McDERMOTT: The company is basically following my guidance. I told them they only had to come to Court once but I am sure that won't be a problem and Mr Sharpe will come back here. I will speak to him today.

HER HONOUR: You can come back later today, if that assists. Where is he?

McDERMOTT: He is at Taren Point.

HER HONOUR: Do you have a copy of the agreement in front of you?

McDERMOTT: No.

HER HONOUR: I will just show it to you. Look at paragraph 7. Why could I not give the order the agreement is to operate, by consent, from 1 February 1998 and the wages increase is endorsed from the dates in the agreement?

McDERMOTT: I see no problem with that. Originally that is what we intended to do but I was given advice from our industrial office we could not back-date like that.

HER HONOUR: I asked once about back-dating and I was told that was not a problem and that Schmidt J had written a judgment about it. Would this assist you, you ring Mr Sharpe now and tell him it would appear that is the appropriate way to go and if he would give you that authority you can mention it again here in the next five minutes and I will do it then. Would that assist?

McDERMOTT: Yes.

SHORT ADJOURNMENT

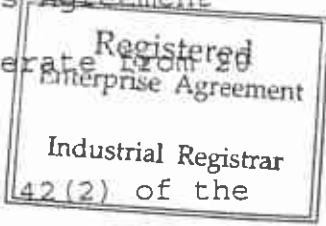
McDERMOTT: I have spoken to Mr Sharpe and he is happy to do as your Honour suggests, to start the enterprise agreement from 1 February 1998. He also asked me if you needed it in writing - he is quite happy to do that.

HER HONOUR: No, that will not be necessary.

FOR HER HONOUR'S RATIFICATION OF THE AGREEMENT SEE PAGE 3

sh:pm:4

HER HONOUR: In this matter it has been brought to my attention that in approving an enterprise agreement entitled Players Biscuits Pty Ltd Maintenance Employees Agreement 1998, the Court ordered that the agreement operate from 1 August 1998 until 1 April 1999.



However, under the provisions of section 42(2) of the Industrial Relations Act 1996 in relation to enterprise agreements it states, "The nominal term of an enterprise agreement must not be less than twelve months nor more than three years." There are exemptions in the Act related to enterprise agreements for a particular project but that set of circumstance does not apply in this case.

Mr McDermott appeared for the union in this matter and mentioned, with agreement, the appearance of the employer as the Court put the matter in for mention.

The above problem was pointed out to Mr McDermott. Accordingly, Mr McDermott has contacted Mr Sharp and it has been agreed between the parties that the orders of the Court be varied.

Accordingly, I order that the agreement is to operate, by consent, from 1 February 1998. It is noted that the wage increases endorsed are from the dates in the agreement.

oOo