REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA99/256

TITLE: Arnott's Biscuits Limited Huntingwood Customer Service Facility

Enterprise Agreement 1999

I.R.C. NO:

99/4741

DATE APPROVED/COMMENCEMENT: 5 October 1999

TERM:

31 July 2001

NEW AGREEMENT OR

VARIATION:

New. Replaces EA 97/194 and EA 99/12

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES:

40

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees classified as Customer Service Technicians working in the warehouse of Arnott's Biscuits Limited, located at the Huntingwood Customer Service Facility

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

FILED

6 SEP 1999

OFFICE OF THE INDUSTRIAL REGISTRAR

HUNTINGWOOD CUSTOMER SERVICE CENTRE

WAREHOUSING STREAM

ARNOTT'S BISCUITS LIMITED

Enterprise Agreement

1999

Registered Enterprise Agreement

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A SHARED VISION FOR HUNTINGWOOD CUSTOMER SERVICE

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

FOR OUR CUSTOMERS

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

FOR ARNOTT'S

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

FOR THE HUNTINGWOOD ENVIRONMENT

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

FOR EACH OF US

- Superior working conditions and quality of life
- Personal development opportunities

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ARNOTT'S HUNTINGWOOD CUSTOMER SERVICE

"A PARTNERSHIP FOR THE FUTURE"

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

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

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

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

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

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

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

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

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

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

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

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Arrangement

Part One

Customer Service Centre Operations

The specific features critical to the successful establishment of the Customer Service Centre operation.

Part Two

Employment and Development of People

How the Company attracts, develops, recognises and rewards quality people.

Part Three

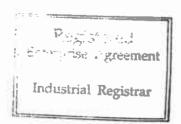
Customer Service Centre Working Environment

The details of a superior workplace environment.

Part Four

Enterprise Agreement Formalities

Details the formal aspects of the relationship between the parties.



PART ONE: CUSTOMER SERVICE CENTRE OPERATIONS

Customer Service Centre employees will commit to the following:

1.1 COMMITMENT TO QUALITY

The parties agree to promote quality by:

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

1.2 COMMITMENT TO FLEXIBILITY

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

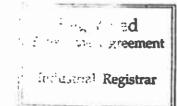
- a) Work can be performed by any employee who has been assessed by a workplace <u>assessor</u> as having the skills and is competent to perform it safely, effectively and efficiently, free of demarcations and restrictive work practices. Employees will accept all lawful and reasonable commands of the employer.
- b) Crewing will be workload based and variable in line with the extreme variability in day to day operating requirements. Rostering of employees to specific duties will be organised by the company to maximise operating efficiencies and offer training opportunities.
- c) Employees covered by this agreement may be required to work in any part of the business depending upon operational needs and the knowledge and skills of the individual employee. This will ensure the efficient utilisation of all employees.
- d) Employees will, at the time of the request for movement, have explained to them the reason for the move.
- e) To meet the requirements for new processes, equipment procedures or systems, employees will be required to acquire relevant new skills within their current role level.
- f) All appropriately trained and experienced employees agree to contribute to, and participate in, the training of other employees where required.
- g) There will be no restriction placed on the performing of maintenance work by appropriately skilled persons, or on the use of contractors for any reason.

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1.3 COMMITMENT TO COMMUNICATE

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

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



PART TWO: EMPLOYMENT AND DEVELOPMENT OF PEOPLE

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

2.1 COMMITMENT TO RECRUITMENT

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

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

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

2.2 COMMITMENT TO DEVELOPMENT

The parties agree to:

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

2.3 COMMITMENT TO PRESENTATION

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

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



2.4 PROBATIONARY PERIOD

a) All newly appointed employees will be employed on probationary terms for a <u>three</u> month period, which will provide for employment on a week-to-week basis.

b) Where any concerns arise over a probationary employee that might affect a transition to permanent status, these shall be discussed with the employee and delegate if requested by the employee.

2.5 ROLES AND REMUNERATION

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

All employees will have the title of Customer Service Operator or Coordinator.

The number of permanent employees covered by this Enterprise Agreement shall not fall below sixty two unless there are significant changes to Arnott's operations.

Roles at Huntingwood will be based on weekly wage rates.

The weekly rates of pay will be increased from the date of registration as indicated below.

Warehouse Stream	A CHAIR MARKET BY AND	August 4,2000
Level & Level 1a	\$626.88	\$651.96
Customer Service Operator 2	\$634.50	\$659.88
Customer Service Operator 3	\$642.12	\$667.80
Customer Service Operator 4	\$680.30	\$707.50
Coordinator	\$734.90	\$764.29

2.6 CAREER PATHS AND TRAINING

- a) The Appendix describes the role levels and career paths at Huntingwood. Against each role level are the requirements for progressions through the various levels. The requirements for each level must be completed before moving to that level.
- b) Being assessed as competent in the performance criteria for a level is a pre-requisite for further training at a higher level. Employees will not be paid at a higher level until assessed as competent in all requirements at a given level. This needs to be consistent with available opportunities. Employees will have to formally apply for training to their shift manager prior to any training commencing as per the Arnott's Assessment procedure as determined from time to time. No training will take place without the prior approval of the shift manager.

2.7 ASSESSMENT

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

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- b) An assessment will be made of the individual employee's skills and knowledge in relation to the level offered at Huntingwood.
- c) As a result of the assessment the individual employee may be required to complete additional training to acquire the skills or knowledge needed to maintain the offered level. An employee may be re-assessed on an annual basis in order to ensure that competence has been maintained. While the employee may be required to undergo further training following this re-assessment, there shall be no loss of pay or classification as a result of this re-assessment.
- d) The assessment procedure will be in accordance with the Arnott's Assessment Policy as determined from time to time. The principles outlined by the Australian National Training Authority will be followed.

2.8 PROGRESSION

- a) All training undertaken will include an assessment of what has been learnt. Progression will depend on successful assessment of competency. This will involve gathering evidence of the employee's skill and knowledge to demonstrate that the employee meets the competency criteria. This shall be in accordance with the Arnott's Assessment Policy as determined from time to time.
- b) All employees seeking advancement will be assessed by a panel consisting of the following:
 - Manager or Trainer
 - Accredited Work place assessor competent at the skill being assessed
 - Union delegate, if requested
- c) These assessments will be conducted at the request of the individual operator and advancement will be in accordance with the Arnott's Assessment Policy
- d) Where there are insufficient Operators on site at a particular level for a particular task another employee may be asked to perform the duties. This employee must be assessed as being competent in the particular task. Where the employee performs such higher duties for a period in excess of 2 hours that employee will be upgraded and paid at the higher rate of pay for the period they are engaged in the higher duties.
- e) Employees will only be upgraded permanently to a higher level when a vacancy occurs. Employees may express a desire to train towards a higher level and be assessed as competent. When an employee is training towards a higher level, there will be periods where the employee may be performing the duties of a higher grade. In this circumstance the employee will not be eligible for a temporary upgrade. The number of employees the company trains to a higher grade pursuant to this sub clause will be determined by the company.

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2.9 EMPLOYEE INVOLVEMENT

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

The spirit and intent of consultation includes:

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

2.10 EQUAL EMPLOYMENT OPPORTUNITY

Arnott's is committed to providing an environment that promotes equal employment opportunities.

Employees and applicants for employment will be assessed purely on the basis of merit according to their skills, qualifications, abilities and aptitudes.

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PART THREE: CUSTOMER SERVICE CENTRE WORKING ENVIRONMENT

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

3.1 OCCUPATIONAL HEALTH AND SAFETY

- a) The parties appreciate the need to maintain and continually improve safety standards.
- b) This will require all employees to:
 - abide by the provisions of the relevant O H & S Act and to Company policy and procedures.
 - be responsible for one's own safety and the safety of others
 - participate in safety and housekeeping audits as required including the followup of actions to ensure their satisfactory completion
- c) The parties agree to enhance safe working conditions by:
 - promptly reporting any breakdowns or system failures and ensuring timely corrective action is taken
 - keeping their immediate work area or department clean and free of litter.
 - smoking only in areas designated by the Company.
 - adopting and adhering to safe working practices and practices designed to reduce the risk of injury, including using protective clothing and devices.
 - driving in a safe and defensive manner.

3.2 ARNOTT'S ENVIRONMENTAL POLICY

- a) Arnott's embraces the need to conduct its activities with concern for the human and natural environment.
- b) We are committed to conduct our business in a manner that respects and protects the quality of the environment, striving toward limiting emissions to the water, air and land and the efficient use of resources.
- c) Arnott's shall at all times operate as a good citizen, exercising due diligence to ensure compliance with all applicable environmental laws and regulations.
- d) The parties agree to act responsibly by:
 - minimising waste.
 - disposing of waste in a legal and Company approved manner.
 - promptly reporting any potential environmentally damaging discharges or spillages.

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3.3 COMMITMENT TO FELLOW WORKERS

The parties agree to enhance workplace morale by:

- a) respecting the rights of others and not acting in a fashion to provoke or antagonize others.
- b) not discriminating against any person on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, social origin or staff position.

3.4 CAFETERIA/TEA ROOMS

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

3.5 CAR PARKING

A designated employee car park will be provided.

3.6 LOCKERS AND SHOWERS

Lockers and showers will be provided for all employees at Huntingwood

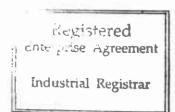
3.7 SECURITY

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

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

3.8 TOOLS AND EQUIPMENT

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



PART FOUR: ENTERPRISE AGREEMENT FORMALITIES

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

4.1 TITLE

This agreement is the Arnott's Biscuits Limited, Huntingwood Customer Service Facility, Enterprise Agreement 1999.

4.2 **DEFINITIONS**

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

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

"Company" means Arnott's Biscuits Limited.

"Huntingwood Customer Service Centre" means the Customer Service Centre of Arnott's Biscuits Limited located at 25 Brabham Drive, Huntingwood NSW.

"Site" means the Customer Service Centre

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

4.3 PARTIES

This Agreement is made Between:

- a) Amott's Biscuits Limited ("the Company")
- b) The employees covered under the classification definitions outlined in Appendix A working in the warehouse of Arnott's Biscuits Limited employed at the Huntingwood Customer Service Facility ("the employees")
- c) National Union of Workers NSW Branch

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



4.4 COVERAGE

This agreement covers employees of the Company working at the Huntingwood Customer Service Facility, 25 Brabham Drive Huntingwood, who are covered by the classification definitions contained in Appendix A to this Agreement.

4.5 TERM OF AGREEMENT

The parties state that this agreement has been reached without any duress being placed upon any party. The Agreement shall take effect from the date of its registration and shall expire on 31 July 2001.

4.6 NOT TO BE USED AS A PRECEDENT

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

4.7 NO EXTRA CLAIMS

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

4.8 PREVIOUS CONDITIONS OF EMPLOYMENT

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



4.9 TERMS OF ENGAGEMENT

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

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

Permanent Employment

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

Part-Time Employment

- a) A part-time employee means an employee who works between 16 and 32 hours per week on a permanent basis.
- b) Employees who are employed part-time shall be paid the wages and benefits on a pro-rata basis for the hours worked and according to the relevant level:
- c) A part-time employee shall be paid the following on a pro-rata basis: Shift Allowance, where applicable, Annual Leave, Public Holidays, Sick Leave, Long Service Leave

Fixed Term Employment

A fixed term employee shall be employed on the following conditions:-

- the period of employment shall be between 4 and 26 weeks
- the period of employment may be extended to 40 weeks by agreement with the delegates
- except where specified, all provisions of this Agreement relating to permanent employees shall apply to fixed term employees.
- the contract of employment in respect to fixed term employees shall be provided to the employee, in writing, at or before the commencement of employment and the contract shall contain the proposed date of termination.

Casual Employment

- a) A casual employee shall be engaged by the hour on a day-to-day basis and paid as such.
- b) Casuals will not work less than four (4) hours on each engagement. A casual employee may be terminated by one hours notice on either side.
- c) Casuals will be used to cover fluctuations in demand, leave, and the normal function of line relief. There shall be no restrictions placed on where casual labour may be used.
- d) The number or percentage of casuals may be increased over the agreed percentage during peak periods after agreement with the appropriate union representative(s).
- e) Casuals shall be paid 15% in addition to the level at which they are employed

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- f) Casuals will be paid in addition 1/12 to provide for pro-rata Annual Leave Payments.
- g) Casuals may be engaged through an employment agency.

Storeman Driver

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

4.10 TERMINATION OF EMPLOYMENT

A permanent employee may be terminated in the following ways:

- a) Without Notice: The Company may dismiss any employee without notice for theft, neglect of duty or misconduct and in such cases wages shall be paid up to the time of dismissal only.
- b) With Notice: In all other circumstances on termination initiated by the Company an employee will receive 1 weeks notice or payment in lieu of notice.

4.11 PUBLIC HOLIDAYS AND SUNDAYS

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

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

- b) All time worked on Christmas Day, Good Friday and Easter Saturday shall be paid for at treble time with a minimum payment of 4 hours.
- c) All time worked on Sundays shall be paid for at double time with a minimum payment of 4 hours.
- d) All time worked on Holidays (except Christmas Day, Good Friday and Easter Saturday) shall be paid for at the rate of double time and one half with a minimum payment of 4 hours.
- e) (For employees employed on shiftwork) Where the majority of the ordinary hours of a shift falls on a public holiday, that shift shall be paid at the Public Holiday rate for the whole shift. Where a portion of a shift falls on a Public Holiday but the majority of the ordinary hours of the shift falls on another day, the whole shift will be paid at ordinary rates.

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4.12 ANNUAL LEAVE AND ANNUAL LEAVE LOADING

- a) Annual Leave shall be as prescribed from time to time in the New South Wales Annual Holidays Act, 1944.
- b) An additional Annual Leave paid holiday (in lieu of Picnic Day) shall be taken;
 - c) An Annual leave loading of 17 1/2%, calculated on an employee's ordinary weekly rate of pay, will be added to an employee's payment for leave, provided that:
 - i) A Shiftworker will receive either the Annual Leave Loading or the relevant Shift Allowance, whichever is greater;
 - ii) Annual Leave Loading and Shiftwork Loadings are not cumulative.
 - iii) The loading is payable upon termination only in instances where the employee is terminated by the Company for a reason other than misconduct.

4.13 LONG SERVICE LEAVE

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

4.14 SICK LEAVE

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

- a) The employee cannot receive sick leave if he/she is receiving Workers Compensation.
- b) In order to minimise the disruption to the operation employees will contact the company prior to the normal commencement of their shift and in any event by the completion of their normally rostered shift. The employee shall make all reasonable efforts to notify the Company of the absence, the reasons for the absence and the expected time of return to work.
- c) If (b) above is not followed by the employee then sick leave is not payable.
- d) The employee shall be entitled to 5 days sick leave, in the first year of service and 10 days in the second and subsequent years.
- e) The payment for any absence on sick leave, in accordance with this clause, during the first three months of employment of an employee may be withheld by the Company until the employee completes such three months of employment at which time the payment shall be made.

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Single Day Absence

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

Cumulative Sick Leave

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

Definition of Year

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

4.15 PERSONAL/CARER'S LEAVE

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

- a) The employee can:
 - i. use accrued sick leave;
 - ii. use accrued annual leave in single days only of up to 5 days per year (but not annual leave during a shutdown period);
 - iii. take unpaid leave;
 - iv. take time off in lieu of payment for overtime;
 - v. take time off in advance and make up those hours at a later time.
- b) Except where the employee uses accrued sick leave, the employee must obtain the consent of the employer to take personal/carer's leave.

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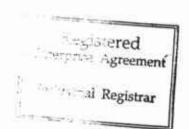
- c) The leave can only be taken to provide care and support to a person who is:
 - i. the spouse of the employee
 - ii. the de facto spouse of the employee of either the opposite or same sex, who lives with the employee

iii. the:

- * child or adult child (including an adopted child, step child, foster child or exnuptial child) or grandchild; or
- * parent (including a foster parent and legal guardian) or grandparent; or
- * sibling of either the employee or the de facto spouse of the employee

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

- d) If the employee uses sick leave as personal/carer's leave the employee must:
 - i. if practicable give the employer advance notice of intention to take the leave and the following details and if not practicable, on the first day of the leave telephone the employer with the following details:
 - * name of the person requiring care
 - * relationship of the person to the employee
 - * reason for taking the leave
 - * estimated length of absence
 - ii. produce a medical certificate or statutory declaration specifying:
 - * the illness of the person
 - * that the illness requires the care of another person
- e) If an employee takes *annual leave* as personal/carer's leave in single day absences, the employer and employee can agree to defer payment of annual leave loading until 5 consecutive annual leave days are taken.
- f) If an employee wishes to take time off as personal/carer's leave in lieu of payment for overtime:
 - i. the employee must tell the employer he or she chooses to do so for the next 12 months
 - ii. time taken off during ordinary time hours is to be taken at the ordinary time rate
 - iii. any overtime not taken as leave during the 12 month period will be paid either at the end of the 12 month period or on termination
- g) if an employee takes time off as personal/carer's leave and later makes up time:



- time taken off during ordinary hours will be worked later during ordinary hours at the ordinary rate of pay;
- ii. time taken off by a shift worker will be worked later at the shift work rate equivalent to the hours taken off.

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

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

Annual Leave for Personal/Carer's Leave

- a) An employee may elect with the consent of the employer subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single day periods of part thereof, in any calendar year at a time or times agreed by the parties.
- b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this award.
- c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

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

- a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.
- b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- c) If, having elected to take time as leave, in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be make at the expiry of the twelve (12) month period or on termination.
- d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.

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Make-up Time for Personal/Carer's Leave

a) An employee may elect, with the consent of their employer, to work 'make-up time', under which the employee takes time off ordinary hours, and works those hours at a later

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time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

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

4.16 PAYMENT OF WAGES AND ALLOWANCES

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

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

4.17 HOURS OF WORK

- a) The hours of work at the Huntingwood Customer Service Centre will be based on the commitment of all parties to the enhancement of the flexibility of the operation through improved work patterns and arrangements.
- b) Hours of work will be flexible so as to maintain a synchronised operational arrangement between the production facility and the Customer Service Centre and our customers.
- c) The parties are committed to ensuring that all operations can run continuously (for example, picking, robotic sortation, induct). This is to be achieved by staggering breaks whether paid or unpaid in order to meet the operational requirements of the business. No employee shall object to staggering their meal break.
- d) Hours of work will be recorded via a Bundy clock.
- e) No employee can work more than twelve consecutive hours including overtime without an eight hour break unless specifically approved by Management.

f) Ordinary Hours

- The ordinary hours shall be based on a 38 hour week to be worked between Monday and Friday.
- ii. This Enterprise Agreement does not deal with the matter of work on Ordinary Hours on Saturdays. If the Company determines that they require the introduction of Saturday work as part of Ordinary Hours, the Parties agree in principal to meet and negotiate the implementation and the wage arrangements.

g) Day Work

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



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h) Definitions

- i. "Afternoon Shift" means any ordinary rostered shift finishing after 6.00 p.m. and at or before midnight.
- ii. "Night Shift" means any ordinary rostered shift finishing after midnight and at or before 8.00 am.
- iii. "Rostered Shift" means a shift of which the employee has had at least seven days notice in writing. The above notice can be waived by agreement between the Company and the affected employees.

i) Three Shift Operation

- i. If the company wishes to introduce a three shift automated picking operation, the Parties agree to immediately meet and negotiate in good faith, the terms and conditions of this change including the Memorandum of Understanding dated 22 September 1997, which will remain in force for the life of the agreement or until the matter is resolved.
- ii. Both parties agree if the matter cannot be resolved within a nine week period, either Party is entitled to follow the conflict resolution procedure.
- iii. Nothing in this subclause shall effect the night shift robotic sortation operations.

i) Crib Breaks

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

k) Shift Allowance

Afternoon Shift	Night Shift
17%	30%

1) Variation of Hours

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

m) Rostered Day's Off

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

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- ii. This day can be taken ,with the agreement of the company in the following ways:
 - *taken as time off on the designated day
 - *worked at normal time rates
 - *accrued
- Unless the employee makes a request in advance to management it will be assumed that the RDO entitlement will be taken as time off.
- iv. An employee can choose to work a RDO entitlement and in these circumstances the RDO will be paid at normal time rates.
- v. If an R.D.O. is to be accrued the employee must notify the superintendent or manager. No more than ten (10) R.D.O. entitlements can be accrued at any one time. Balances in excess of ten (10) RDO's will be automatically paid out at normal time rates unless agreed by management.
- vi. An employee wishing to take accrued RDO entitlements must apply as per annual leave notification procedures.

4.18 OVERTIME

- a) All work performed outside 8 hours a day or the employees commencement and finishing times of ordinary hours shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- b) When calculating overtime each day shall stand alone.
- c) Overtime rates shall be paid in lieu of and not additional to shift allowances expressed in this Agreement.
- d) The Company may require employees to work reasonable periods of overtime.
- e) Overtime will be organised and rostered by the company to reflect the operational requirements of the business.
- f) When overtime is offered to an employee, the expected duration of the overtime will be indicated and the employee must be prepared to work this time
- g) Only for overtime immediately prior to Day Shift or immediately following Afternoon Shift, subject to the clauses above, will overtime be first offered to permanent employees working their respective shifts. This provision will only apply where the duration of the overtime does not exceed four hours.
- h) On all other occasions and excluding Weekend work as detailed below there is no requirement to offer overtime to permanent employees prior to engaging casual labour.



Weekend Work

- a) Weekend Work covers the period from end of the last ordinary rostered shift that started on Friday until the start of the first ordinary rostered shift on Monday.
- b) Any overtime hours worked during this period will first be offered to permanent, part time and fixed term employees.
- c) All overtime worked on a Saturday shall be paid at normal overtime rates with a minimum payment of 4 hours. All overtime worked after 12 noon on Saturday shall be paid at double time.

Meal Times on Overtime

- a) An employee required to work overtime for more than 2 hours after their normal finishing time shall be allowed a crib break of 20 minutes without loss of pay, provided that:
 - i. the crib is taken no later than 4 hours after commencement of overtime.
 - ii. a further crib break of 20 minutes shall be allowed without deduction of pay after each further 4 hours of overtime worked provided that work continues after the break.
- b) The parties are committed to ensuring that the operation runs continuously. This is to be achieved by staggering all breaks to meet the operational requirements of the business.

Overtime Meal Allowance

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

Rest Period After Overtime

- a) When overtime is necessary, it should be arranged so that employees have at least consecutive hours off duty between the work of consecutive days.
- b) An employee (other than a casual) who works so much overtime between termination of ordinary hours on one day and the commencement of ordinary hours on the next day that he/she has not had 8 consecutive hours off duty shall be released until he/she has had 8 consecutive hours off duty without loss of pay for ordinary working time.
- c) An employee may only commence work without having 8 consecutive hours off duty with prior agreement of management. Where prior agreement has been given for an employee to commence work without 8 consecutive hours off duty the employee shall be paid at the rate of double time until released from duty at which time he/she shall be entitled to be absent until he/she has had 8 consecutive hours off duty.

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4.19. BEREAVEMENT LEAVE

- a) A permanent, part-time or fixed term employee shall be entitled to a maximum of three days without loss of ordinary pay for a death in the employees immediate family.
- b) Such an employee shall also be entitled to the provisions of sub clause (a) if the employee travels outside of Australia to attend the funeral, and produces satisfactory evidence of such.
- c) An employees immediate family includes: husband, wife, father, mother, brother, sister, child, parents-in-law, step-parents, brother-in-law, sister-in-law, grandparents, defacto relationships and same sex partners.

4.20. ALLOWANCES

- a) Where the Company has appointed an employee who holds a certificate issued by St. John Ambulance, or other similar body, as a first aid attendant, a First Aid Allowance of \$8.00 per week shall apply.
- b) The Company will comply with New South Wales State Act and Regulations from time to time in force in respect of First Aid Attendants, First Aid boxes and First Aid rooms.
- c) Employee representatives on one or more formal committees as defined by Management, will be paid a weekly allowance of \$7.50.
- d) Employees can only accumulate one allowance and will not be paid overtime should this occur due to meetings being outside their normal hours of work. Meeting times may be varied to suit membership. Should an employee continue on overtime after a meeting concludes, then the appropriate overtime rate will be applied.

4.21. RIGHT OF ENTRY FOR UNION OFFICIALS

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

4.22. PARENTAL LEAVE

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

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4.23. JURY SERVICE

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

4.24. DISCIPLINARY PROCEDURE

- a) Counselling and discipline should be corrective in nature. The purpose of discipline is to obtain compliance with the established rules of conduct. To support this approach, except in cases of misconduct the following warning procedure shall apply before an employee is dismissed:
 - i. Firstly a verbal warning shall be recorded on the employee's file.
 - ii. On a second disciplinary occurrence a first written warning shall be given.
 - iii. On a further disciplinary occurrence a final written warning shall be given.
 - iv. Further instances of unsatisfactory behaviour or performance shall leave the employee liable to dismissal.
- c) The Company may bypass one of the steps above should the seriousness of the situation warrant it
- d) Warnings shall be issued in formal surroundings with the employee having the opportunity to have a delegate present.
- e) Each written warning shall outline the nature of the unsatisfactory behaviour or performance.
- f) Warnings issued consecutively under this disciplinary procedure need not be for a repetition of the same offence, but may be for offences of a dissimilar nature.
- g) The Company disciplinary procedure shall not apply in a case of misconduct. Misconduct may result in dismissal without notice.

4.25. CONFLICT RESOLUTION

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

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- iv. At any time either party shall have the right to notify the dispute to the Industrial Relations Commission.
- v. Reasonable time limits will be allowed for the completion of the procedure. The emphasis being on a speedy resolution of disputes.

4.26 MAINTENANCE EMPLOYEES

The terms and conditions of employment for maintenance employees at the Customer Service Centre shall have their terms and conditions set by this agreement. The terms of appendix B of this agreement shall apply to maintenance employees only. These terms shall prevail over any other clause to the extent of any inconsistency within this agreement and any change to those terms relating specifically to maintenance employees must be agreed to by those maintenance employees.

4.27 RELATIONSHIP TO PARENT AWARD

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

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Signing of the Agreement

Signed for and on behalf of

Arnott's Biscuits Limited

13/8/99.

Witness

Signed for and on Behalf of the

National Union of Workers, New South Wales Branch

State Secretary

6/8/99

Date

Witness

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Role Level	Criteria
Level 1 An employee will start at this level and progress to level 1a once they are deemed to be fully competent At level 1 employee will work either under direct or indirect	All employees classified at this level are expected to demonstrate competence in the following 1. Completed workplace induction 2. Basic level of numeracy and literacy 3. Be able to follow both written and verbal work instructions
supervision and will be expected to exercise minimal judgement	Workplace Induction (includes) a) New Employee Booklet b) Site orientation c) Organisation of uniforms, etc. d) E.A. booklet e) Overview of E.A. content f) Workers Compensation procedures g) Emergency evacuation procedures

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Role Level	Criteria	
Level 1a At level 1a employees will	To be classified as a level 1 employee a person must have competently completed the following:	
work either under direct or indirect supervision and will be expected to exercise minimal judgement	a) Manual Handling Equipment (Hand operated mobile plant) module (excludes forklift) b) Shift Materials Safely module c) The Workplace Calculations modules	

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

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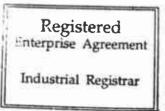
ROLE LEVELS: Huntingwood Customer Service		
Role Level	Criteria	
	All employees at this level are required to have competently completed all Level 2 requirements. In addition, to become a Level 3 you must fully and competently complete the following a) All workplace technical modules from Group A Complete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

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

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

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



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

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Workplace Technical Modules

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

GROUP A

- ♦ Pick and process Orders: Pickface Operating
- ♦ Pick and process Orders: HLOP Operating
- Despatch stock: Metro palletising & Vans
- Despatch Stock: Wrapping
- ♦ Unload & Load Goods: Country Loading
- Unload and Load Goods:
 Interstate Loading
- ♦ Mechanical Materials Handling: Forklift
- Pick & Process Orders: Pack/Rework

GROUP B

- ♦ Participate in Stocktake
- Operate a packaging system: Robot Operating
- Despatch Stock: Merge Operating
- Despatch Stock: Interstate clerical duties
- Despatch Stock: Metro Clerical duties
- ♦ Despatch Stock : Export
- ♦ Receive Goods: Induct Operating
- ♦ Cash Office Duties

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"APPENDIX B" MAINTENANCE EMPLOYEES

1. The practice of using contractors to perform work that is specialised or to cover during high activity or absence will be continued. Employees will not object to working with any company employee or contractor used by Arnott's.

2. Roles and Remuneration

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

All Maintenance employees covered by this agreement will have the title Customer Service Technician – Engineering Stream. The number of employees employed within this engineering stream of this agreement will not count towards the minimum employee number of 62 provided in clause 2.5 of this agreement.

Roles at Huntingwood will be based on weekly wages rates.

Engineering Stream	30 June 1999	4 August 2000
Customer Service		
Technician 4	\$671.84	\$698.71
Customer Service		
Technician 5	\$734.34	\$763.72
Customer Service		
Technician 6	\$796.53	\$828.40

1. Tools and Equipment

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

All provided tools and equipment are to be left in good order and condition and remain the property of Arnott's.

For any tools that are the property of the employee and are lost, stolen or damaged on-site, Amott's will agree to provide a replacement.

MAINTENANCE OVERTIME

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

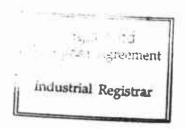
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- b) When calculating overtime each day shall stand alone.
- c) Overtime rates shall be paid in lieu of and not additional to shift allowances expressed in this Agreement.
- d) The Company may require employees to work reasonable periods of overtime.
- e) Overtime will be organised and rostered by the company to reflect the operational requirements of the business.
- f) When overtime is offered to an employee, the expected duration of the overtime will be indicated and the employee must be prepared to work this time.
- g) Any requirement for an employee to return to the site after the completion of the rostered shift and overtime shall be deemed a Call-out and paid at a minimum of 4 hours at double time.

Rest Period After Overtime and Call-outs

No employee can work more than twelve consecutive hours including overtime without a ten hour break unles: specifically approved by Management.

- a) When overtime is necessary, it should be arranged so that employees have at least 10 consecutive hours off duty between the work of consecutive days.
- b) An employee (other than a casual) who works so much overtime between termination of ordinary hours or one day and the commencement of ordinary hours on the next day that he/she has not had 10 consecutive hours off duty shall be released until he/she has had 10 consecutive hours off duty without loss of pay fo ordinary working time.
- c) An employee may only commence work without having 10 consecutive hours off duty with prior agreemen of management. Where prior agreement has been given for an employee to commence work without 10 consecutive hours off duty the employee shall be paid at the rate of double time until released from duty a which time he/she shall be entitled to be absent until he/she has had 10 consecutive hours off duty.



The Job Classification for Engineering Stream

Role Level	Skills Criteria	Competency Criteria (To be successfully demonstrated as a prerequisite to progressing to the next level.)
Level 4 Customer Service Technician	At this level an employee is required to have relevant Electrical or Fitting Trade qualifications. At Level 4 a Technician: - Will be introduced to the Enterprise - Completes the Induction program - Participates in training to enable progression to Level 5 - Works without supervision either individually or as part of a team.	All employees at this level are expected to demonstrate competence in: 1. Following procedures and complying with standards. 2. On completion of the induction program be able to demonstrate an understanding of: - Site facilities - Customer awareness - Basic OH&S and Workers Compensation procedures - Quality guidelines - Evacuation and fire procedures - General overview of the Enterprise Agreement process - Plant layout and housekeeping requirements - Hygiene and sanitation 3. Problem solving - identifying basic equipment failures and taking remedial action. 4. Housekeeping to a high standard.

Learning Requirement for Level 4

A Level 4 employee shall complete induction training.

A Level 4 employee shall also complete the following training:

- OH&S
- * Fire Emergency Drills

Advancement Criteria

Level 4 is the entry level for most new employees. A Technician will remain at Level 4 until he/she has completed all requirements for Level 5.

The Job Classification for Engineering Stream

Role Level	Skills Criteria	Competency Criteria (To be successfully demonstrated as a prerequisite to progressing to the next level.)
Level 5 Customer Service Technician	At this level a Technician: Is required to have completed learning requirements of the previous level and be assessed as competent at that level. Exercises good interpersonal and communication skills. Exercises discretion within own level of skills and training. Will have a knowledge of the business and functions carried out in the Huntingwood Customer Service Centre. Can perform most breakdown maintenance	All employees are expected to demonstrate competence in: 1. Maintenance and understanding operation of computer based sortation systems, conveyors, merge and cranes 2. Maintenance and safe operation of conveyor equipment. 3. Knowledge of operation and maintenance of robotic sortation system. 4. Interpreting drawings and schematics. 5. Perform efficiently in a team environment. Employees on Level 5 will work under minimal supervision at all times and be expected to exercise judgment.

Learning Requirement for Level 5

A Level 5 employee shall complete the following training.;

- PLC Operation and maintenance
- Conveyor and Crane operation and maintenance
- Pallet Moving Equipment operation and maintenance

Advancement Criteria

A Technician will remain at Level 5 until he/she has completed all requirements for Level 6 and a vacancy exists at that level.

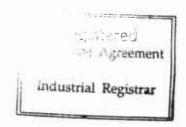
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The Job Classification for Engineering Stream

Role Level	Skills Criteria	Competency Criteria (To be successfully demonstrated as a prerequisite to progressing to the next level.)
Level 6 Customer Service Technician	At this level a Technician is: Required to have completed learning requirements of the previous level and be assessed as competent at that level. Responsible for the quality of own work without supervision. Operates flexibly throughout Huntingwood Customer Service Centre. Understands and operates warehouse software systems. Will be capable of making complex decisions and accepting responsibility for those decisions. Must possess both appropriate Electrical and Mechanical Trade skills Independently manage all facets of the Engineering function including ordering supplies, coordination of contractors and participate in new plant commissioning	All Technicians at this level are expected to demonstrate competence in: 1. Completing control documentation and updating drawings or schematics. 2. Holding relevant license for operation of Boom Lift. 3. Having attained computer literacy skills. 4. Problem diagnosis for computer based sortation systems. 5. Advanced maintenance, problem solving, and operation of computer based sortation systems including Merge, Induct, Robotic Palletisers and any other equipment that may be installed to diagnose problems. 6. Being able to find and rectify complex problems using PLC software and fault finding ability. 7. Decision making regarding work processes and implementing them. 8. Using judgment based on experience to optimise productivity. 9. Working to standards requiring precision and attention to detail. 10. Interpreting and implementing OH&S legislative requirements for work undertaken.

Learning Requirement for Level 6



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