

ENTERPRISE AGREEMENT

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ARNOTT'S BISCUITS LIMITED

(NSW DIVISION) - HOMEBUSH

MANUFACTURING FACILITY,

ENTERPISE AGREEMENT

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2. DEFINITIONS

"Arnott's" means Arnott's Biscuits Limited (New South Wales Division).

"Homebush Factory" means the manufacturing facility at the Homebush site.

"Employee" means an employee of Arnott's up to and including Coordinator.

"Award" means any award made pursuant to the provisions of the Industrial Relations Act (NSW) 1991.

"Enterprise Agreement" means any enterprise agreement made pursuant to the provisions of the Industrial Relations Act, 1991, filed with the Industrial Registrar.

"Federal Award" means any award made pursuant to the provisions of the Industrial Relations Act, 1988.

"Coordinator" is a person who occupies a position as described in the Coordinator's Broad Competencies.

"Team Leader" is a person who occupies a position as described in the Team Leader Broad Competencies.

"General Manager" means the most senior manager of the Homebush factory.

The "Parties" means the parties to this Agreement as defined in clause 3.

The "Company" means Arnott's Biscuits Limited (New South Wales Division).

3. EQUAL EMPLOYMENT OPPORTUNITY POLICY

Arnott's Biscuits Limited New South Wales Division is committed to a policy of Equal Employment Opportunity for all employees, without regards to sex.

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

Managers and Supervisory Staff are responsible for ensuring that all employees, male and female, are given equal opportunity, and are able to work in an environment free of discrimination.

4. PARTIES

This Enterprise Agreement has been made between the following parties in recognition of Arnott's Vision to be a 'World Class Biscuit Company':-

- (a) Arnott's Biscuits Limited (NSW Division)
- (b) National Union of Workers, New South Wales Branch

5. STATEMENT OF INTENT

- (i) This Agreement has been designed to facilitate the smooth establishment and ongoing organisational development of Arnott's Biscuits Limited in New South Wales.
- (ii) The parties are committed through this Agreement to supporting the Company's vision of becoming a world class biscuit company.
- (iii) The parties understand that:
 - (a) the major challenge and growth opportunity for the Company exists with the Asian biscuit market.
 - (b) to be successful in the Asian market the Company must cost-effectively compete against leading biscuit companies from e.g. Europe and South America.
- (iv) The parties are, therefore, committed to:
 - (a) ensuring that, through the implementation of this Agreement, efficiencies and productivity are constantly reviewed and improved and thereby allowing the Company to compete internationally on a cost effective basis.
 - (b) the creation and maintenance of a harmonious employee relations environment which is typified by consultation and participation and which supports the Company's needs to be a reliable timely supplier.
 - (c) the provision of a framework within which the Company can generate interesting and fulfilling work and develop systems which allow employees to reach their full potential while simultaneously maximising the efficiency and productivity of the Company.
 - (d) the creation of a co-operative working environment where a team approach is highlighted, where unnecessary demarcation barriers are eliminated and where both individual and group performances are rewarded.
 - (e) a work environment where quality, pride of workmanship and pride in working for Arnott's are fostered.
- (v) The parties agree that this agreement has been reached without any duress being placed upon any party.

6. BASIC WAGE

- (i) This Agreement, in so far as it fixes rates of wages, is made by reference to a basic wage of \$121.40 per week which is subject to alteration in accordance with the provisions of Section 13 of the Industrial Relations Act, 1991, as amended.

7. APPLICATION AND SCOPE OF AGREEMENT

- (i) This Agreement shall apply to employees of Arnott's Biscuits Limited (NSW Division) employed at the George Street, Homebush, manufacturing facility and for whom, without the inception of this Agreement, the following award would normally apply:-

Biscuit and Cake Makers (State) Award
- Arnott's Appendix to the Award

- (ii) This agreement shall be so read that where a provision of this Agreement conflicts with a provision of the relevant parent award, the provision contained within this Agreement shall apply.
- (iii) This Agreement shall take effect from the date of registration by the Registry of the Industrial Relations Commission of New South Wales and shall remain in force until 30th June 1995.
- (iv) Negotiations in respect to the Agreement application for the period beyond 30th June, 1995 shall commence no later than the first week of January, 1995.

8. CONTRACT OF EMPLOYMENT

SECTION I - GENERAL

- (i) Employees shall be engaged on a permanent, fixed term, part-time or casual basis.
- (a) PERMANENT EMPLOYMENT - except for the first month of employment, permanent employees will be employed on a weekly basis.
- (b) PART-TIME EMPLOYMENT - a part-time employee means an employee who works less than 38 hours per week.

A part-time employee shall be paid 1/38th of the appropriate weekly rate and shall be paid the following on a pro rata basis:-

- Shift Allowance, where applicable
- Annual Leave
- Public Holidays
- Sick Leave
- Bereavement Leave
- Long Service Leave

- (c) 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
 - except where specified, all provisions of this appendix relating to weekly hire employees shall apply to fixed term employees.
- (d) CASUAL EMPLOYMENT - casual employees shall be paid per hour 1/38th of the appropriate weekly rate plus 15%.

Casuals will not work less than four (4) hours and no more than the ordinary hours of a full-time employee.

Casuals will be used as per the current practice, to cover fluctuations in demand, leave, and the normal function of line relief.

CLAUSE 8

- (ii) Subject to sub-clause (iv) of this clause, the employment of permanent, part-time and fixed term employees may be terminated during the first month of employment by one day's notice by either party. After the completion of one month's employment, one week's notice will result in the payment or forfeiture of wages for the required period of notice.

In the case of a casual employee, provided a minimum of for hours payment is received, no notice of termination is required.

- (iii) The Company shall, upon request from a terminated employee, provide the employee with two written statements specifying the period of employment and the classification under which the employee was employed.
- (iv) Nothing in this Agreement shall affect the right of the Company to dismiss an employee without notice for, absence without permission or reasonable excuse, refusal of duty, malingering, inefficiency, neglect of duty or misconduct. In such instances wages shall be paid on the day of dismissal (where practicable be paid within 30 minutes of dismissal). Where this is not practicable due to weekend work, shift work or overtime, payment shall be made available on the next working day.
- (v) Employees are responsible for the care and safekeeping of all uniforms issued to them and shall return each article to the Company on termination of employment. Employees shall not wear uniforms to and from work.
- (vi) Employees shall perform all work and in all areas as the company may reasonably require, including the working of reasonable overtime. Also refer to subclause (viii) of SECTION (VII), Overtime of Clause 12, Hours of Work and subclause (ii) Movement of Employees of Clause 24, General.

All employees shall be provided with security and identification cards which shall be worn at all times on site. Access to Company premises may be denied if the security card is not shown.

SECTION II - PREFERENCE OF EMPLOYMENT

(i) (a) A like absolute preference of employment shall be given to persons who are competent for the work required and who have been members of the Forces during the war.

(b) In this subclause -

"Auxiliary Service" means Army Medical Corps, Nursing Service of the Crown, Australian Army Medical Nursing Service, Australian Women's Army Service, Women's Royal Australian Naval Service, Women's Australian Auxiliary Air Force, or such other organisation as the Governor may, by proclamation from time to time, declare to be an auxiliary service for the purpose of subsection (4) of section 20 of the Industrial Arbitration Act, 1940.

"Combat Area" means an area prescribed as such for the purposes of the Australian Repatriation Act 1920-1943, of the Commonwealth of Australia.

"Enlistment" means an engagement whether by appointment, enlistment or otherwise rendering a person liable to be employed on active service abroad or in a combat area as a member of the Forces or of an auxiliary service.

"Member of the Forces" means any person who was, at the time of his enlistment, a resident in the Commonwealth of Australia or in a mandated territory of the Commonwealth or in any territory under the jurisdiction of the Commonwealth or who was domiciled in any State of the Commonwealth or in any such territory and who, during the war, served abroad or within a combat area as a member of any auxiliary service and who has been duly discharged from such service.

"War" means the war against Germany which commenced on the third day of September one thousand nine hundred and thirty-nine and the subsequent war against Italy and other allies of Germany and the war against Japan.

(ii) This clause shall be subject to:

(a) the Returned Soldiers and Sailors Employment Act, 1919; and

(b) any law relating to preference in employment to persons who have served as members of the Naval, Military or Air Forces of the Commonwealth.

9. CLASSIFICATION DEFINITIONS

- (i) COORDINATOR - An employee who, in accordance with the relevant job specifications is a working member of a team and is responsible for ensuring the achievement of quality of product and output, ensuring harmonious relations within the team and ensuring an ongoing focus on continuing performance improvement by the team. The Coordinator will be responsible for the operation of at least two lines.
- (ii) TEAM LEADER - An employee who, in accordance with the relevant job specification, is a working member of a team and is responsible for ensuring the achievement of quality of product and output of standard rates and ensuring harmonious relations within the work group. The Team Leader works in cooperation with the Supervisor in developing plans to improve the operation of the area.
- (iii) BISCUIT MAKING TECHNICIAN - An employee who, in accordance with the relevant job specification, has successfully completed the necessary training and has progressed from Biscuit Maker - Specialist Grade. The employee must possess a broad range of core skills in one of the following combinations:
- 5 core skills
 - 2 specialised core skill and three standard skills
- (iv) BISCUIT MAKER - SPECIALIST - An employee who, in accordance with the relevant job specification, has successfully completed the necessary training and has progressed from Biscuit Maker - Grade Five. They must possess a broad range of core skills in one of the following combinations:
- 4 core skills
 - 1 specialised core skill and two standard skills
- (v) BISCUIT MAKER - GRADE FIVE - An employee who, in accordance with the relevant job specification, has successfully completed the necessary training and progressed from Biscuit Maker - Grade Four. They must possess a range of core skills in one of the following combinations:
- 3 core skills
 - 1 specialised core skill and one standard skill
- (vi) BISCUIT MAKER - GRADE FOUR - An employee who, in accordance with the relevant job specification, has successfully completed the necessary training and progressed from Biscuit Maker - Grade Three. They must possess a range of core skills in one of the following combinations:
- 1 specialised core skill
 - 2 standard core skills

(vii) BISCUIT MAKER - GRADE THREE - An employee who, in accordance with the relevant job specification, has successfully completed the necessary training and progressed from Biscuit Maker - Grade Two. They must possess one standard core skill.

(viii) BISCUIT MAKER - GRADE TWO - An employee who, in accordance with the relevant job specification, undertakes a range of duties associated with the receiving, storage and despatching of goods within the specified stores areas, or

An employee who, in accordance with the relevant job specification, undertakes a wide range of servicing duties which are manual and routine in nature, a cross sections, areas or departments, or

An employee who, in accordance with the relevant job specification, operates as a Fully Flexible Packer across the operation, performing, as required, the full range of packaging tasks, or

An employee who, in accordance with the relevant job specification, operates service lifts within the factory.

(iv) BISCUIT MAKER - GRADE ONE

Qualified - An employee who, in accordance with the relevant job specification, undertakes a broad range of servicing duties as required in a section, area or department.

Trainee - An employee who, in accordance with the relevant job specification, is undertaking training to perform a broad range of servicing duties in a section, area or department.

10. EXPLANATORY NOTES

- (i) BISCUIT MAKER - An employee whose work is covered by the provisions of this Agreement.
- (ii) CORE SKILL - A discreet set of critical tasks in the biscuit making process which make up a whole job.

Core skills are: Mixing
 Baking
 Biscuit Forming Machine Operating
 Packaging Machine Operating
 Secondary Processing Machine Operating Training

- (iii) STANDARD CORE MANUFACTURING SKILL - Fully competent performance in the setting up, adjustment, maintenance and trouble shooting on a limited range of equipment as specified in the job standards.
- (iv) SPECIALIST CORE MANUFACTURING SKILL - Fully competent performance in the setting up, adjustment, maintenance and trouble shooting on a wide range of equipment in their skill area, and is highly mobile in the skill.
- (v) SHOP FLOOR TRAINER - Undertakes a normal range of duties in their skill area and when required engages in training duties as set out in the core training skill specifications. This is a standard core manufacturing skill.
- (vi) FUNCTIONAL AREA - A major operational area such as Mixing Room, Machining End, Packaging Area, Secondary Processing Department, Bakehouse.
- (vii) TRAINEE - after one month probationary period, an employee will be transferred to Biscuit Maker - Grade 1 Qualified.
- (viii) BISCUIT MAKER - GRADE 1 QUALIFIED - normal grade 1 employees who are General Hands, non-flexible packers (by virtue of skill), Jigger drivers, etc., to move to Biscuit Maker - Grade 4, they must either achieve jobs outlined in Grade 2 band or in case of packer, be capable of packing on all lines, i.e. fully flexible. Competency is assessed via a module.

11. CLASSIFICATIONS AND RATES OF PAY

(i) CLASSIFICATIONS AND RATES OF PAY

COORDINATOR	Level 2	786.40
	Level 1	662.65
TEAM LEADER (Not a Leading Hand)		558.10
BISCUIT MAKING TECHNICIAN		513.95
5 STANDARD MANUFACTURING SKILLS OR 1 SPECIALISED CORE MANUFACTURING SKILL & 3 CORE SKILLS		
BISCUIT MAKER - SPECIALIST		499.95
4 STANDARD MANUFACTURING SKILLS OR 1 SPECIALISED CORE MANUFACTURING SKILL & 2 CORE SKILLS		
BISCUIT MAKER - GRADE 5		485.13
3 STANDARD MANUFACTURING SKILLS OR 1 SPECIALISED CORE MANUFACTURING SKILL & 1 STANDARD SKILL*		
BISCUIT MAKER - GRADE 4		470.95
1 SPECIALISED CORE MANUFACTURING SKILL OR 2 STANDARD MANUFACTURING SKILLS		
BISCUIT MAKER - GRADE 3		456.70
1 STANDARD MANUFACTURING SKILL		
BISCUIT MAKER - GRADE 2		442.20
STORES FUNCTION FULLY FLEXIBLE - ANCILLARY FUNCTIONS FULLY FLEXIBLE PACKER LIFT DRIVER		

* Note: with special reference to the Secondary Processing Department which will have only two operational lines in the next year, one of the core skills must be from another area of the factory. Recognition for employees with 3 skills in this area at present will remain.

BISCUIT MAKER - GRADE 1 QUALIFIED 428.35

ANCILLARY FUNCTIONS -
ROUTINE, MANUAL IN NATURE TRAINEE 394.15

LAUNDRY HAND 394.15

(ii) LEADING HANDS - An employee appointed by the Company as a Leading Hand shall be paid an allowance of \$20.70 per week in addition to the appropriate weekly rate of pay.

(iii) FORKLIFT ALLOWANCE - An employee required by the Company to operate a Fork Lift for which certification to drive is required, shall be paid an allowance of \$10.30 per week or part thereof on a prorata basis for periods of less than one week.

Note: The above rates include a wage increase of 3% paid from the first full pay period which commenced on or after 1 November, 1993.

11A. WAGES AGREEMENT

1. The wages paid to employees under this agreement are to be in accordance with the classifications and rates of pay in clause 11.
2. A 3% wage increase will be paid effective from the first full pay period to commence on or after 1 July 1994.
3. The wage increase is offered in return for continued commitment to productivity and efficiency improvement initiatives as they arise from time to time and for support of actions directed towards securement of the Company's vision of becoming a world class biscuit Company. Naturally, productivity and efficiency initiatives will be the subject of discussion within the Joint Development Team prior to implementation. All matters shall be processed by consensus, where possible, with the grievance procedure utilised if necessary.
4. The current Enterprise Agreement shall continue to operate in its present form until 30 June 1995. Negotiations, however, for renewal of the agreement shall commence no later than 1 January 1995.
5. If, during the currency of the agreement, wage levels within the general community move beyond the quantum specified above, either party shall have the right to re-open negotiations with a view to creating parity between Homebush employees and the general community.

12. HOURS OF WORK

SECTION I - ORDINARY HOURS

- (i) Weekly Full-Time Employees - The ordinary hours of work shall be an average of 38 hours per week to be worked according to one of the following methods:-
- (a) 38 hours within a period not exceeding 7 consecutive days, or
 - (b) 76 hours within a period not exceeding 14 consecutive days, or
 - (c) 114 hours within a period not exceeding 21 days, or
 - (d) 152 hours within a period not exceeding 28 consecutive days.
 - (e) by any other agreed method.
- (ii) Different methods of implementation of a 38 hour week may apply to various groups or sections of employees in the plant to suit the needs of the operation.
- (iii) The method of implementation of a 38 hour week may be varied to suit the operational needs of the business by agreement between the Company and the majority of affected employees or, in the absence of agreement by 14 days notice of alteration by the Company.
- (iv) Each employee shall have a fixed starting and ceasing time and the Company shall, by legible notice displayed in some place accessible to the employees, notify the hours of starting and ceasing work. The starting and ceasing times once notified shall not be changed unless fourteen day's notice thereof has been given to the employees concerned.
- (v) The ordinary hours of work of any employee may be worked over no more than 5 consecutive days over a 7 day period.
- (vi) (a) A rostered day off shall be taken once in each work cycle and the day of taking such rostered day off shall be by agreement between the Company and employees.
- (b) RDO's shall be taken once in each work cycle and the taking of such days shall be by agreement between the Company and its employees. Part of this agreement is to facilitate the need not to close plants for the taking of RDO's.
- (c) It is agreed that rosters will be established which facilitate this, i.e. any individual may take off any day provided:-
- (1) The employee provides seven days' notice to the Company.
 - (2) The Company may seek to have a major proportion of its work force taking RDO's on Monday or Friday.
- (d) Where RDO's have been agreed, the Company, by consulting with its employees, may

seek to change the agreed RDO.

- (e) Accumulated Rostered Days Off - Where the accumulation of rostered days off has been agreed by the employee and the Company to a maximum of 10 days in any one financial year, those accumulated days must be taken by the end of the financial year in which they are accrued.

SECTION II - PART-TIME EMPLOYEES

- (i) The hours of work shall not exceed an average of 38 hours per week, worked on the following basis:
 - (a) within a work cycle not exceeding seven days; or
 - (b) over a work cycle not exceeding 28 days; or
 - (c) such other methods as may be agreed from time to time between the employer and the part-time employees affected.
- (ii) The ordinary hours of work shall not be less than four hours on any one day (with a minimum payment for four hours).
- (iii) Part-time employees shall be advised of the start time and finish time of their shifts.
- (iv) Each employee shall have a fixed starting and ceasing time and the Company shall, by legible notice displayed in some place accessible to the employees, notify the hours of starting and ceasing work. The starting and ceasing times once notified shall not be changed unless fourteen day's notice thereof has been given to the employees concerned.

SECTION III - FIXED TERM EMPLOYMENT

- (i) Refer to paragraph (c) of subclause (i) of Clause 8 Contract of Employment.
- (ii) Each employee shall have a fixed starting and ceasing time and the Company shall, by legible notice displayed in some place accessible to the employees, notify the hours of starting and ceasing work. the starting and ceasing times once notified shall not be changed unless fourteen day's notice thereof has been given to the employees concerned.

SECTION IV - CASUAL EMPLOYEES

- (i) The average ordinary hours of work shall not exceed 38 hours in any week.
- (ii) The ordinary hours of work shall not be less than four hours on any one day (with a minimum payment for four hours).

SECTION V - SHIFT PATTERNS

- (i) Shifts may be worked in one of the following methods. Changes in shift patterns will only occur after agreement has been reached by the parties or by 14 days notice of alteration by the Company.

- (a) Twenty four hour - Three Shift Operation

Day Work - an employee whose hours of work are between 5 am and 6.30 pm on any day Sunday to Saturday.

Afternoon Shift - means any shift that finishes at or before midnight on any day Sunday to Saturday.

Night Shift - means any shift that finishes at or before 8.00 am on any day Sunday to Saturday.

- (1) Three Shift Operation - ordinary hours may be worked over no more than five consecutive days over a seven day period and the number of ordinary hours may not be less than eight.

- (b) Twenty four hour - Two Shift Operation

Day Work - an employee whose ordinary hours end between 7.00 am and 7.00 pm.

Shift Work - an employee whose ordinary hours end between 7.00 pm and 7.00 am.

- (1) Two Shift Operation - the number of ordinary hours may not be less than four hours on any one day or more than twelve hours and forty minutes on any one day.

- (ii) Shift Allowances

(a) Twenty four hour - Three Shift Operation

- (1) Day Work - Nil
- (2) Afternoon Shift - 15%
- (3) Night Shift - 30%

(b) Twenty four hour - Two Shift Operation

- (1) Refer to Clause 28, Leave Reserved.

(iii) Provided that, the parties follow the provisions in Clause 20, Introduction of Change.

SECTION IV - OVERTIME

- (i) All time worked in excess of 38 hours per week or in excess of daily limitation of hours prescribed by Clause 12 Hours of Work, of this Agreement shall be overtime and paid at the rate of time and one half for the first 2 hours and double time thereafter, provided also, that any employee working during meal times shall be paid at time and one half, unless, the employee is requested to work in their meal break and they are able to have a substitute meal break within the spread as specified in subclause (v) of Clause 18 Meal Breaks and Refreshments.
- (ii) All overtime worked after 1.00 pm on Saturday, shall be paid at the rate of double time. Any employee required to work on a Saturday shall receive a minimum payment of four hours.
- (iii) All overtime worked on a Sunday shall be paid at the rate of double time with a minimum payment of 4 hours.
- (iv) All time worked on a holiday shall be paid at the rate of double time and half of their ordinary rates.
- (v) Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid a minimum four hours overtime at the appropriate rate.
- (vi) When calculating overtime, each day shall stand alone.
- (vii) Subject to paragraph (b) of subclause (v), Previous Conditions of Employment of Clause 24, General, overtime shall be paid in lieu of and not additional to shift allowances expressed in this appendix.
- (viii) Where the Company requires that an employee does preparation work prior to normal start time then such time shall be considered within the definition of reasonable overtime unless a change in the employees ordinary hours is effected in order to make the pre-work form part of the ordinary hours.
- (ix) When overtime work is necessary it shall, wherever practicable, be so arranged that employees have a least ten (10) consecutive hours off duty between the work of successive days.

An employee, other than a casual employee, who works so much overtime between the termination of his ordinary work on one day and the commencement of the ordinary work on the next day that he/she has not had at least ten (10) consecutive hours off duty between those times shall, subject to this subclause, be released from duty until he/she has had ten (10) consecutive hours off duty without loss of pay for the ordinary working time occurring during such absence.

- (x) Overtime Meal Allowance - an employee required to work overtime for 2 or more continuous hours from the completion of his/her normal finishing time shall, unless 24 hours notice has been given, be paid a meal allowance of \$6.60 and shall be entitled to a further meal allowance four (4) hours after the initial entitlement provided that overtime continues beyond the time of becoming entitled to the second payment.

Such allowances shall continue to accrue each four (4) hours after the expiration of the previous meal time provided overtime continues after the break.

- (xi) Meal Times on Overtime

An employee required to work overtime for 2 hours or more after his/her normal finishing time shall be allowed a crib break of 30 minutes without loss of pay provided that:-

- (a) A further break of 30 minutes shall be allowed without deduction of pay after each further 3 hours of overtime provided that work continues after the break.
- (b) Meal breaks on overtime are not to be treated as paid breaks unless the overtime worked is continuous from the completion of the employee's ordinary hours.
- (c) The Company and individual employees may agree to variation of this clause to meet the circumstances of the work in hand.

13. PAYMENT OF WAGES

SECTION I - GENERAL

- (i) The Company shall fix a pay period of no more than 7 days which shall be common to all employees. The pay period shall not be altered without 7 days notice.

Provided that, where genuine agreement is reached with a majority of employees, the pay period may be extended. Such a variation shall be subject to the consent of the union; such consent shall not be unreasonably withheld.

- (ii) All wages and overtime shall be made up not earlier than two days prior to pay day which shall be nominated by the Company and not changed without one weeks notice.
- (iii) Where a public holiday falls on the nominated pay day, then the pay day will be paid on the day prior to the public holiday.
- (iv) The Company shall have the right to make the payment of wages by electronic funds transfer to a financial institution nominated by the employee.
- (v) The Company shall deal promptly with any mistakes or problems associated with the implementation and continued operation of the electronics funds transfer system.

SECTION II - PAYMENTS SYSTEM

- (i) Where the ordinary hours of work are arranged in accordance with subclause (i) Weekly Full-Time Employment, of Section I, Ordinary Hours, of Clause 12 Hours of Work, of this Agreement so that an average of 38 hours is worked weekly during a particular four week cycle, wages shall be paid according to the average ordinary hours worked per week in the four week cycle even though more or less than 38 hours may be worked in any one week.
- (ii) Where, in accordance with subclause (i) Weekly Full-Time Employment, of Section 1 Ordinary Hours of Clause 12 Hours Of Work, of this Agreement, eight ordinary hours are worked daily, the time worked shall be divided to provide 7.6 hours wages payment and 0.4 of an hour credit.

The daily work credit of 0.4 of an hour will accrue to provide at the completion of each four week cycle fully worked, a work credit of 7.6 hours which shall be due and payable as and when the day off is taken, at an appropriate ordinary time wage rate.

(iii) Where any employee works less than 19 days in any 4 week cycle, payment for the day off in connection with that work cycle shall be due and payable based on the total work credits accrued during that work cycle at the appropriate ordinary time wage rate.

(iv) Absences - Where any employee fails to attend for duty on any day, he/she shall not be entitled to payment for the 7.6 hours prescribed in sub-clause b) of this clause.

Where any employee is absent for part of that day, the time worked shall be allocated to provide the first 0.4 of an hour as the work credit, and the balance of the time worked as the hours wages payment for that day.

(v) Leave - Where any employee is entitled to paid leave for sick leave or bereavement leave, or to a paid day for a public holiday, in accordance with Clause 15, Leave and Clause 16, Public Holidays of this Agreement, the entitlement shall be eight hours to apply as 7.6 hours wages payment and 0.4 of an hour work credit.

Where an employee is entitled to sick leave, in accordance with the provisions of this Agreement and a day is taken, the employee's entitlements to sick leave will be reduced by eight hours.

14. OCCUPATIONAL SUPERANNUATION

- (i) The Company shall pay on behalf of each full-time adult employee with six months continuous service 6% of the employees ordinary rate of pay per week into a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (ii) The Company shall pay on behalf of each part-time or casual adult employee 6% of the employees ordinary rate of pay, into a fund meeting the requirements set down by the Commissioner for Occupational Superannuation.
- (iii) Where an employee is absent, on leave without pay, whether or not such leave is approved, no contribution from the Company shall be due in respect of that employee, in respect of the period of unpaid absence.
- (iv) The obligation of the Company to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with Arnott's.
- (v) If the Company at the date of this agreement is already contributing to a superannuation fund meeting the requirements set down by the Commissioner for Occupational Superannuation, in accordance with the principles established in the State Wage Case of December 1987, it shall be exempt from this Clause.

15. LEAVE

(i) Annual Leave

- (a) See Annual Holidays Act. 1944
- (b) Payment during Annual Leave - All employees shall receive payment for annual leave periods calculated at their ordinary rate of pay in accordance with the provisions of the Annual Holidays Act, 1944, and shall, in addition, be paid all shift or early start allowances, relating to ordinary time which the employee would have worked if the employee had not been on annual holidays. Such payment shall not include any penalty payment in respect of a public holiday occurring during the annual holiday which the employee would have worked any ordinary shift.
- (c) During a period of annual leave an employee shall receive a loading calculated on the rate of pay prescribed by Clause 11 Classifications and Rates of Pay, of this Agreement. The loading shall be as follows:-
 - (1) 17 and a half per cent, or,
 - (2) the shift or early start allowance an employee would have been entitled in accordance with paragraph (b) of subclause (i) Annual Leave of this clause, provided that entitlement exceeds 17 and a half per cent.
- (d) The entitlements prescribed in paragraph (c) of sub-clause (i) Annual Leave of this clause shall not apply to:-
 - (1) pro-rata leave on termination
 - (2) annual leave taken wholly or partly in advance, provided that the loading shall be paid if and when an employee's leave entitlement falls due.
- (e) The loading is payable upon accrued leave on termination only in instances where the employee is terminated by the Company for a reason other than those prescribed in subclause (iv) of Clause 8 Contract of Employment.
- (f) In the event of annual leave close down an employee shall receive the entitlements prescribed in paragraphs (a) and (b) of subclause (i) Annual Leave of this clause on a pro-rata basis.

(ii) Sick Leave

- (a) An employee on weekly hiring who after not less than 3 months' continuous service with the Company, is unable to attend for duty during his/her ordinary working hours by reason of personal illness or personal incapacity not due to his/her own serious and wilful misconduct, shall be entitled to be paid at ordinary times rates of pay for the time of such non-attendance subject to the following conditions and limitations.

- (1) He/she shall not be entitled to paid leave of absence for any period in respect of which he/she is entitled to workers' compensation.
 - (2) The employee shall notify the Company before 2 pm on the day of absence of the inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence, of his/her inability to attend for duty and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
 - (3) After two consecutive days absence before and after a public holiday, the employee shall furnish proof as required by the Company that he/she was unable, on account of illness or injury, to attend for duty on that day, or days for which sick leave payment is claimed. Provided that the Company may at any time request proof of illness or injury for any period, when an employee has been counselled or formally warned for excess absenteeism.
- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by:-
- (1) any absence from work on leave granted by the Company
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee); provided that any time so lost shall not be taken into account in completing the qualifying period of three months.

(c) An employee shall be entitled to paid sick leave not in excess of:-

40 hours for each month of service during the first year of employment

56 hours during the second year of employment

64 hours during the third year of employment

80 hours during the fourth and subsequent year of employment.

(d) Sick leave shall accumulate from year to year, subject to continuous employment, provided further that an employee shall not be entitled to accumulate sick leave for more than 12 years from the end of the year in which it accrues.

(iii) Bereavement Leave

(a) A permanent or fixed term employee (including a shift worker) shall be entitled to a maximum of three days without loss of ordinary pay for a death in the employees immediate family within Australia.

(b) Such an employees shall also be entitled to the provision of subclause (a) for a death outside Australia, and if the employee produces satisfactory evidence of such.

(c) An employee's immediate family includes: husband; wife; father; mother; brother; sister; child; parents-in-law; step-parents; brother-in-law; sister-in-law; and grandparents.

(iv) Long Service Leave - See Long Service Leave Act, 1955.

(v) Parental Leave - See Part II, Division 3 of the Industrial Relations Act, 1991.

16. PUBLIC HOLIDAYS

- (i) The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day, Labour Day or any other gazetted Public Holiday are observed and special days appointed by proclamation as public holidays shall be holidays under this appendix and no deduction shall be made from the weekly pay of an employee in which any of the above named holidays fall if he/she is not required to work on any of such holidays.
- (ii) An employee required to work on any of the holidays named in sub-clause (i) of this clause shall for all time worked on any such holidays, be paid at the rate of time and one half in addition to the appropriate minimum wage prescribed by Clause 11, Classifications and Rates of Pay, of this Agreement, with a minimum of four hours' pay for each start.
- (iii) An employee, absent without leave on the working day immediately preceding an Award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to other reasonable cause proof whereof shall be upon the employee.
- (iv) In addition to the holidays prescribed by sub-clause (i) of this clause, the picnic day of the Union, to be held on the third Wednesday of February each year or on a day nominated by the Company and notified to employees at least one month prior, shall be a holiday for the purpose of this appendix.
- (v) An employee who is asked by a Supervisor to work and does work on the picnic day of the Union shall have such day treated and paid for as an ordinary day and in addition shall have one day added to the period of annual leave.
- (vi) A special day appointed by proclamation as a public holiday shall be a holiday under this appendix only within the district specified in the proclamation.

17. JURY SERVICE

- (i) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his/her attendance for such jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.

- (ii) An employee shall notify the Company as soon as possible of the date which he/she is required to attend for jury service. Further the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount in respect of such jury service.

18. MEAL BREAKS AND REFRESHMENTS

- (i) Each day's work shall be worked in an unbroken shift except for a meal break and refreshment breaks.
- (ii) Non-paid meal breaks shall be as arranged by the Company but in no case shall the meal breaks exceed 30 minutes.
- (iii) All meal breaks shall be arranged so that they are observed within a 2.5 hour period in order to cause minimum disruption to the operation. Where such 2.5 hour spread provides no economic advantage to the Company, then the spread of hours shall not exceed 2 hours.
- (iv) Each shiftworker shall be allowed 30 minutes each shift for a crib break which shall be counted as time worked.
- (v) During any days work of 8 hours or more, employees shall be allowed two paid refreshment breaks of 15 minutes each. Such breaks shall not interfere with the continuous running of the business:-
 - (a) Employers who, at the date of commencement of this Agreement, were in receipt of two paid breaks of 15 minutes duration and two toilet breaks of 10 minutes duration shall, in lieu of the above, receive a total of two breaks of 20 minutes duration
 - (b) Employees who, at the date of commencement of this Agreement, were in receipt of two breaks of 15 minutes duration only, shall continue to receive two breaks of 15 minutes duration.
 - (c) When the workplace tea rooms, as detailed in the plans in respect to the Homebush Project, are available for use by employees, the refreshment break provision for all employees shall alter to two breaks of 10 minutes duration.

19. RELIEVING IN A HIGHER CLASSIFICATION

- (i) Any employee performing the work of a higher classification than his/her usual classification, for one hour or more, continuously, on any one day, shall be paid at the rate for the higher paid classification for the time engaged on the higher paid work.

- (ii) Where an employee is undergoing training, the rate of pay for his/her usual classification will apply until satisfactory competency and qualification is obtained.

20. TRAINING

SECTION 1 - GENERAL

- (i) The parties to this Agreement recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
 - (a) developing a more skilled and flexible workforce;
 - (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
 - (c) removing barriers to the utilisation of skills acquired.

- (ii) Following proper consultation through the establishment of a training committee, the Company shall develop a training program consistent with:
 - (a) the current and future skill need of Arnott's Biscuits;
 - (b) the size, structure and nature of the operations of Arnott's Biscuits;
 - (c) the need to develop vocational skills relevant to Arnott's Biscuits and Biscuit Cake and Pastry Industry through courses conducted by accredited educational institutions and providers;
 - (d) it is anticipated that all training undertaken in-house will receive accreditation from a formal accrediting body.

- (iii) A training committee will be established at the Homebush site. The training committee shall be constituted by equal numbers of employer and employee representatives (including a union representative) and have a charter which clearly states its role and responsibilities for example:
 - (a) formulation of a training programme and availability of training courses and career opportunities to employees;
 - (b) dissemination of information on the training program and availability of training courses and career opportunities to employees;
 - (c) the recommending of individual employees for training and reclassification;
 - (d) monitoring and advising management and employees on the on-going effectiveness of the training. The committees will make recommendations to the Human Resources Manager on training issues.

- (iv) (a) Where additional training is approved by the Company either on or off the job employees involved in such training shall suffer no loss in their ordinary time earnings.
- (b) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those text-books which are available in the employer's technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress. Provided further, that the employee had received prior approval from the Company.
- (c) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer. Provided that, the employees had received prior approval from the Company.
- (d) The parties are committed to ensuring that representatives of employees are adequately trained and informed in respect to matters affecting their role. The Company will, therefore, support appropriate TUTA training for employee representatives.

SECTION II - HOW TRAINING WILL OPERATE AT ARNOTT'S BISCUITS

- (i) The basis of core skill training is the payment for core skills acquired. The core skill payment will not be paid until the employee has satisfactorily completed all relevant training modules and is able to perform the core skill on the job.
- (ii) Training will be modular based. Modules will equate to specific tasks or processes. The modular based system of training allows for tailoring of programs to individual learners needs.
- (iii) Pursuant to subclause (iii), of Section I, General, shop floor trainers will select to administer the training of participants in a training program. They will also be responsible for the ongoing development of manufacturing training modules, one-to-one instruction, competency assessment and coordination of employee's training programs.

(iv) How are people selected for training?

Pursuant to subclause (ii), of Section I, General, the Company will identify the needs of the business and notices will be placed on the notice boards around the Homebush and Ashfield plants advertising the position. Applications will be accepted by the Human Resources Manager, selection will be carried out by the relevant supervisor.

(v) How will a core skill be achieved?

- (a) To assist the learning process, computer-based training will be utilised as part of the modular system, thus allowing the simulation of critical incidents, the creation of realistic problem solving exercises and small projects to be undertaken off the job.
- (b) A core skill will be achieved when all the modules in that core skill are completed and the person demonstrates competency to perform those skills on the job.
- (c) Pursuant to paragraphs (a) and (b) of subclause (iv), of Section I, General of this clause, training will be required on or off the job and it will be coordinated by the trainers in consultation with the training committee.

(vi) How are competencies evaluated?

- (a) The system to be used is a competency based training system.
- (b) Competency based assessment will determine the point of entry and the training plan for each employee selected for a position. In addition, the assessment of an employees progress through a training program will be designed to suit the need of the employee and also take into account organisational requirements.
- (c) Competency means the ability to demonstrate the performance of tasks/skills on the job to the standards required.
- (d) The demonstration of these skills is assessed by the trainers and the relevant supervisor using performance criteria outlined in competency lists and in line with any recognised Industry competency standards. If there are any problems, the matter will be referred to the training committee.

- (v) Any dispute arising in relation to the above subclauses in Section II, shall be subject to the provisions of Clause 25, Grievance Procedure of this Agreement.

SECTION III - TRADE UNION TRAINING LEAVE

- (a) The parties to this award recognise that the provision of training for employees and members of the consultative committees established is appropriate to further the objects of restructuring the enterprise consistent with the structural efficiency principle.
- (b) A Union delegate or work place representative with more than six months continuous service, with approval of the Union and upon application in writing may be granted up to five days leave with pay each calendar year, not cumulative, to attend courses conducted or approved by the Trade Union Training Authority, which are designed to promote good industrial relations and industrial efficiency within the industry.

The application to the Company must be in writing and include the nature, content and duration of the course to be attended.

- (c) The granting of leave, pursuant to this clause, shall be subject to the employee or the Union giving no less than twenty-five working days notice of the desire to attend such course, or such lesser period of notice as may be agreed by the Company.
- (d)
 - (i) The granting of leave pursuant to this clause shall be subject to the Company being able to make adequate staffing arrangements amongst current employees during the period of such leave.
 - (ii) The Company shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this award.
- (f) Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of the subclause "ordinary time earnings" for an employee means the classification rate, over award payment, superannuation and shift loading which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the Company of attendance at the course to qualify for payment of leave, unless the employee would otherwise have been entitled to payment under Sick Leave provisions of this Agreement.
 - (i) An employee granted leave pursuant to this clause, shall upon request, inform the Company of the nature of the course attended and their observations of it.
 - (j) In the event a scheduled rostered day off falls within a period of leave approved pursuant to the clause, no alternative day of leave shall be substituted in lieu.

SECTION IV - FIRST AID TRAINING

The Company will offer First Aid Training to reasonable numbers of employees who wish to undertake such training and sit the relevant examinations. The Company will pay all fees and costs associated with such training. The employee will suffer no loss of ordinary earnings by attending this training, but may need to change their hours of attendance for the relevant training days.

Upon successful completion of such training, the employee's name will be entered on to a register of First Aiders and the employee may, on occasions be appointed to Duty First Aider. On such occasions, the employee will receive the First Aid Allowance of \$1.50 per day for each day or part thereof that they are appointed Duty First Aider.

First Aiders will be required to attend refresher training courses at times to ensure their skill level is maintained.

21. INTRODUCTION OF CHANGE

(i) Duty to Notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skills required; the elimination or job tenure; the alteration of hours of work; the need for retraining or transfer of employee to other work or locations and the major restructuring of jobs. Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(ii) Duty to Discuss Change

- (a) The Company shall discuss with the employees affected the introduction of the changes referred to in subclause (i) of this clause, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and/or their union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (i) of this clause.
- (c) For the purposes of such discussion, the Company shall provide in writing to the employees concerned all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

22. REDUNDANCY

- (i) (a) As a result of the implementation of this Agreement, increases in the flexibility, efficiency, and productivity of the business may generate the need, over time, for a reduction in the number of jobs that currently exist within the Homebush factory.
- (b) The number of employees to be affected by redundancies, the positions to be made redundant and the timing of such redundancies will be determined by the Company.
- (c) Any position made redundant will not be replaced.
- (d) No employee will be entitled to redundancy payments unless their employment is terminated by the Company as a result of a bona fide redundancy. Any decision in this respect is solely at the discretion of the Company.
- (e) The implementation of the provisions of this clause shall not disadvantage the Company in the retention of adequate skills based on the Company's present and future needs in this area.
- (f) Employees, party to this appendix, whose positions are made redundant will receive the following redundancy package:
 - (1) four weeks pay in lieu of notice plus four weeks pay for each year of service. Service of less than a full year shall be paid for on a pro rata basis;
 - (2) payment of accumulated sick leave. Service of less than a full year shall be paid for on the basis of a full yearly accrual minus any sick leave taken;
 - (3) payment of all accumulated annual leave, including leave on a pro rata basis;
 - (4) payment of accumulated long service leave on a pro rata basis from the first year of service;
 - (5) payment of superannuation entitlement;
 - (6) the Company will provide redundant employees with paid time off up to a maximum of sixteen (16) hours to search for employment during the notice of termination period. Payment shall not be made by the Company until proof of attendance at an interview is given. Payment will only be made where the Company has given prior approval of the absence and the duration of the absence.
 - (7) The Company may elect to seek volunteers for redundancy or may select employees to be made redundant on the last-on-first-off principle should all things be equal. Any inequalities will be discussed with the relevant employees. The elimination of particular jobs via the multi-skilling process does not, in itself, mean that the employee engaged in that job is to be made redundant. It is the aim of the Company to increase the skills levels of all employees and the Company retains the right to maintain skills within the workforce at a level necessary to support the needs of the Company.

- (8) The Company will provide financial advisers, at the Company's expense, to assist employees with investment advice, if required.
- (9) This agreement is made in order to offer employees protection by redundancy but it shall not limit the right of the Company to reduce employees numbers by natural attrition.

23. GENERAL

- (i) Training - to facilitate multi-skilling it will be necessary, from time to time, for employees to train other employees on the job. Unless the employee is classified as a shop floor trainer as defined in subclause (v), of Clause 10, Explanatory Notes, an employee's rate of pay will remain unchanged.
- (ii) Movement of Employees - as provided for in subclause (iii), of Clause 7 Application and Scope of Appendix and subclause (vi), of Clause 7, Contract of Employment an employee will, at the request of management, be required to perform any duties within their competency and in any area of the plant.

Employees will, at the time of the request for movement, have explained to them the reason for the move. If any employee believes that they are being unfairly treated as a result of this practice, they may seek redress through the Grievance Procedure as outlined in Clause 25. Whilst the matter is being considered via the Grievance Procedure, the employee shall transfer in accordance with the request of management.

- (iii) Cleaning - an employee shall maintain his/her equipment and immediate work area in a clean and tidy condition as specified by the Company. Immediate work area is defined as the equipment on which an employee works, and the floor area in which the employee operates. All employees shall also participate in the maintenance of hygiene within the factory generally.
- (iv) Crewing - crewing will be in accordance with the crewing requirements. In cases where line speeds are reduced crewing levels may be reduced proportionally, as long as it does not increase the workload of those remaining, such circumstances must be explained by the Company before implementation.
- (v) Previous Conditions of Employment - from the date of operation of this appendix, any award, agreement, Industrial Commission recommendation, condition of employment or practice which might have previously existed or applied to employees now covered by this appendix, shall not apply. The following exceptions shall apply:
 - (a) Hands On/Hands Off - At no time will members of staff undertake work on a line with a view to reducing line personnel numbers by doing their work. However, there are certain circumstances where it is necessary for staff to handle work. They are:-
 - (1) to prevent product spoilage or waste;
 - (2) act in an emergency situation where an employee is ill;
 - (3) act in an emergency situation in order to protect personnel and company property;
 - (4) to provide "hands on" training
 - (5) in the commissioning of new plant or equipment;

(6) when an employee requests assistance from a staff member.

PROVIDED THAT: If there are any problems in the interpretation or operation of this agreement, those problems should be discussed by the management and union without delay.

(b) Cumulative Allowances for Afternoon Shift Employees - Current afternoon shift employees engaged on afternoon shift prior to 1982 will continue to receive cumulative allowances for the period of employment on the afternoon shift.

24. GRIEVANCE PROCEDURE

- (i) The Company is firmly committed to the maintenance of good relations between all the employees. The grievance procedure is designed to maintain and promote good relation by allowing grievances to be aired and resolved in an orderly manner.
- (ii) The Company is committed to listening and responding to all grievances identified.
- (iii) When a dispute arises, the employee(s) and their delegate(s) shall approach the Superintendent concerned to discuss the issue. A meeting to discuss the issue is to be convened without undue delay. A one hour time limit shall be observed in discussion.
- (iv) If the dispute remains unresolved, the employee(s) and their delegate(s) will fill in the form (Attachment A). A meeting will be arranged, at a mutually accepted time, between the parties concerned and the Factory Manager or his nominated representative.
- (v) Should the dispute remain unresolved, the Union shall be notified.
- (vi) The Company or the Union shall immediately notify the Industrial Relations Commission that a dispute exists between the parties and the status quo will remain until the matter is resolved by the Commission.
- (vii) In order to allow for the peaceful resolution of grievances, the parties shall be committed to avoid stoppage of work, lock outs, stand downs, or any other bans or limitations on the performance of work while the procedures of negotiation and conciliation are being followed.

25. NO EXTRA CLAIMS

- (i) The parties undertake that they will not pursue any extra claims, except where consistent with State Wage Case principles before 30 June,1995.

26. AGREEMENT NOT TO BE USED AS A PRECEDENT

- (i) Arnott's Biscuits Limited (NSW Division) and the Union/s party to this Agreement acknowledge that this Agreement was made having regard to the special circumstances existing at the Company's manufacturing facility at Homebush and that the contents herein are not able to be used as a precedent within any other section or part of the Company's operations in Australia.

27. LEAVE RESERVED

1. Leave is reserved to the Union to apply as it may be advised in respect to rates of pay for Saturday and Sunday work during ordinary hours.
2. Leave is reserved for the parties to discuss a 24 hours - 2 shift operation.

ATTACHMENT A

CLAUSE 25. GRIEVANCE PROCEDURE

EMPLOYEE GRIEVANCE FORM

Grievance Number:

Employee's Name:

Department and Shift:

Employee's Immediate Supervisor:

Date Grievance was discussed in Step 1:

Describe what happened and the result you seek:

Date received by Supervisor:

Supervisor's Signature:

Supervisor's Comments:

Management's Signature:

Management's Comments:

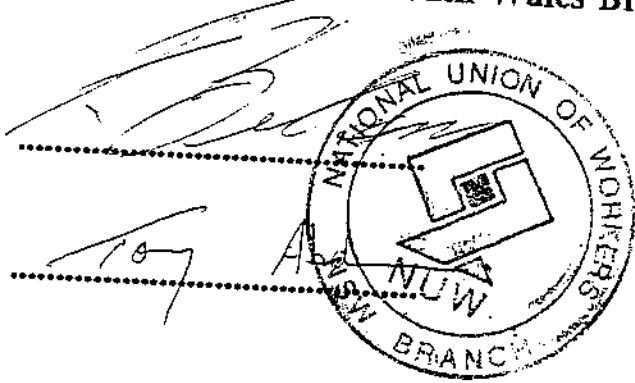
Signed for an on behalf of
Arnott's Biscuits Limited (NSW Division)

[Handwritten Signature] DIRECTOR

Witness: *[Handwritten Signature]*

Signed for an on behalf of the
National Union of Workers, New South Wales Branch

21/12/93



Witness: *[Handwritten Signature]*