

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/179

TITLE: The Arnott's Biscuits Limited Huntingwood Enterprise Agreement 2004

I.R.C. NO: IRC5/177

DATE APPROVED/COMMENCEMENT: 1 February 2005 / 1 February 2005

TERM: 20

**NEW AGREEMENT OR
VARIATION:** Replaces EA03/28.

GAZETTAL REFERENCE: Serial C3682

DATE TERMINATED:

NUMBER OF PAGES: 22

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Arnott's Biscuits Limited, at the Huntingwood Manufacturing Facility in production, packaging and maintenance in the classifications contained in clause 18. (It excludes staff employees as defined by the company) who fall within the coverage of the following awards: Biscuit and Cake Makers (State) Award; Electricians, &c. (State) Award; Metal, Engineering and Associated Industries (State) Award; and the Security Industry (State) Award.

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

THE ARNOTT'S BISCUITS LTD HUNTINGWOOD ENTERPRISE AGREEMENT 2004

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Signatories to Agreement

1. Preamble

- 1.1. This Agreement is made between Arnott's Biscuits Limited ("the Company"), the employees of Arnott's Biscuits Limited, who are employed at the Huntingwood Manufacturing Facility and who are covered by this Agreement ("the Employees") and the National Union of Workers, New South Wales Branch ("the Union").
- 1.2. This agreement covers the terms and conditions of Manufacturing and Security employees employed by Arnott's Biscuits Limited at the Huntingwood Manufacturing Site at Huntingwood NSW. It rescinds and replaces all previous awards, agreements, arrangements, understandings, customs and practices whether written, verbal or implied.
- 1.3. The terms of the agreements are separately set out within separate Sections of the agreement - Section A relates to Manufacturing employees and Section B relates to Security employees. Each Section operates separately and independently with no precedent for common application in any areas including terms of employment, wages, salaries or general employment.
- 1.4. Unless specifically stated in any Section of this Agreement, references to "Agreement" "The Agreement", "This Agreement" or other similar terms or expressions refer only to the Section of the Agreement in which they appear and do not refer to the other Sections of the Agreement.
- 1.5. Section A of the Agreement covers employees employed by Arnott's Biscuits Ltd working at the Huntingwood Manufacturing Facility in production, packaging and maintenance in the classifications contained in Section A Clause 18. It excludes staff employees as defined by the Company.
- 1.6. Section B of the Agreement covers Security Officers employed by Arnott's Biscuits Limited working at the Arnott's Biscuits Limited Huntingwood site. It excludes staff employees as defined by the Company.

2. Title

- 2.1. The Agreement will be known as The Arnott's Biscuits Ltd Huntingwood Enterprise Agreement 2004.

3. Date of Operation

- 3.1. The agreement shall take effect from the date of its certification and shall operate until 1 October 2006. This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

4. No Extra Claims

- 4.1. It is a term of this agreement that all parties bound by this agreement will not, unless agreed by all parties, pursue any extra claims for the life of this agreement

SECTION A

5. Coverage

- 5.1. This Agreement covers employees of the Company working at the Huntingwood Manufacturing Facility in production, packaging and maintenance in the classifications contained in Clause 18. It excludes staff employees as defined by the Company.
- 5.2. For the purposes of this Agreement, the company recognises the Union as being the union that shall have exclusive representation of employees in classifications covered by this Agreement.

6. Principles of Safety, Quality and Good Manufacturing Practice

- 6.1. The Company shall ensure that appropriate OH&S training and development of employees occurs and employees shall participate in this training. In addition the Company shall ensure the development of employees (e.g. Safety Committee representatives, First Aiders) to support the continuous improvement of site safety.
- 6.2. Management and employees shall engage in initiatives that ensure the safety of themselves and their workmates and well as the quality of our product and excellence in manufacturing processes, so that we continually improve our capability to deliver products to the standards required by our consumers.
- 6.3. In order to achieve this goal the company, the union and the employees agree that management and employees must:
 - 6.3.1. Abide by the provisions of relevant OH&S legislation and Company policy
 - 6.3.2. Follow standard work procedures, work instructions, site safety rules, support safety systems and wear appropriate protective clothing and ensure proper use of safety equipment.
 - 6.3.3. Maintain and continually improve safety systems,
 - 6.3.4. Be responsible for one's own safety and the safety of others
 - 6.3.5. Participate in safety and housekeeping audits as required, including the follow-up actions to ensure their satisfactory completion.
 - 6.3.6. Participate in programs to reduce scrap, rework and finished goods loss,
 - 6.3.7. Accept responsibility for ensuring the quality of their own work including the completion of process control requirements accurately and as required,
 - 6.3.8. Regularly consult, review and communicate the Company's GMP rules and in relation to other Quality initiatives,
 - 6.3.9. Be responsible for complying with the Company's Safety and GMP rules and ensuring that appropriate housekeeping is undertaken in their work area,
 - 6.3.10. Wear uniforms and Personal Protective Equipment in accordance with Company standards, (Note: uniforms are provided by the Company free of charge to employees to ensure our hygiene standards remain high).
 - 6.3.11. Agree and ensure that smoking and other unhygienic acts are not permitted within the Company's buildings or exterior cafeteria area. Smoking is only permitted in the designated smoking area as per Company policy.
 - 6.3.12. Maintain themselves and the work place in accordance with Safety, GMP and HACCP policy and immediately report any safety, quality or contamination problem to a Team Leader, Line Coordinator or a member of the senior site management team.
 - 6.3.13. Participate in initiatives to continuous improvement in manufacturing performance with the ultimate goal of matching and surpassing performance achieved by the international Leader in biscuit manufacturing.

7. Employee Involvement

- 7.1. The parties acknowledge that their interests are mutually dependent and commit themselves to ensuring that consultation and cooperation are the basis for productive relationships between them. The spirit and intent of consultation includes:
 - 7.1.1. Acknowledgement that for the purpose of this agreement consultation means processes whereby management and the union/employees are provided with a real opportunity to exchange ideas and where there is a genuinely provided opportunity for input into decision making relevant to the site. Consultation does not mean co-determination or does not imply that agreement must be reached prior to implementing decisions but it does mean real and genuinely provided opportunity to exchange ideas and have input into decision making.
 - 7.1.2. The development of more effective communication between managers and employees.
 - 7.1.3. Developing a closer working relationship between the Company and its employees and their representatives.
 - 7.1.4. Increasing the profitability, competitiveness, efficiency and productivity of the business.
 - 7.1.5. Improving the work environment.
 - 7.1.6. Making the most effective use of new technology, process improvement and flexible work practices
 - 7.1.7. The maintenance and development of a variety of relevant skills of employees through the provision of training and development
 - 7.1.8. Developing a pleasant atmosphere for employees to work in that builds their engagement in the goals of the Company.
 - 7.1.9. Improving the job security of employees through continuous improvement programs that maintain Arnott's as an innovative, cost effective Company and a market leader in the manufacture of biscuits.

8. Role Flexibility

- 8.1. To assist in ensuring that the facility can achieve world class standards in safety, quality and manufacturing the parties agree that:
 - 8.1.1. Work can be performed by any person capable to perform the work safely.
 - 8.1.2. To ensure the efficient utilisation of all employees the Company has the right to allocate an employee to any part of the factory provided the employee can work safely in the allocated area. Employees covered by this agreement shall work in any part of the business depending upon operational needs and safe work practices.
 - 8.1.3. Employees who are reallocated from their usual work area will, at the time of the reallocation, have explained to them the reason for the move.
 - 8.1.4. The Company will be able to train employees in accordance with the Skills structure of this Agreement.
 - 8.1.5. All employees agree to contribute to and participate in the training of other employees where required.

9. Recruitment

- 9.1. Arnott's is committed to providing an environment that promotes equal employment opportunities. Recruitment will be open to external and internal candidates using an open and transparent recruitment process. Employees and other applicants for employment will be assessed purely on the basis of merit according to their skills, qualifications, abilities and aptitudes.
- 9.2. Where a vacancy occurs it shall be the responsibility of the Company to recruit a suitable person for the position. The selection exercise will be carried out in a fair and equitable manner to ensure that the appointment is based on merit, that the process is transparent and that the "best person for the job" is chosen.
- 9.3. Arnott's undertakes to consult with the union and the relevant employee in the event that an employee believes that she/he has not received fair consideration.

10. Probationary Period

- 10.1. All newly appointed permanent employees will be employed on probationary terms for the first three months period, which will provide for employment on a week-to-week basis.
- 10.2. Where any concerns arise over a probationary employee that might affect a transition to permanent status, these shall be discussed with the employee, with a union delegate present.
- 10.3. If the probationary employee is employed beyond the probationary period the employee will be deemed to be permanent.

11. Performance Appraisals

- 11.1. Arnott's overall performance as a Company relies on the contribution of each employee. Each team depends on the performance of each individual team member.
- 11.2. A formal opportunity, at least once a year but quarterly if required, will be given to each employee to discuss his/her progress as to their achievement of the goals set for them in relation to their work performance, development and training.
- 11.3. The focus of the appraisal will be on the recognition of performance and where appropriate, an improvement in work performance, including the agreement of practical action plans that will support the employee in meeting their performance goals.

12. Terms of Engagement

- 12.1. Employees shall be engaged on a permanent, part-time, fixed-term or casual basis.
- 12.2. Permanent Employee - Permanent employees will be employed on weekly basis. A permanent employee is an employee who is employed on a weekly basis other than a casual employee or a person engaged on a fixed-term employment contract.
- 12.3. Part-Time Employment - a part time employee means an employee who works an average of between 16 and 38 hours per week over a 12-month period. A part time employee may be rostered to work outside of this range of hours on a week-to-week basis provided that the annual average of their hours, excluding periods of leave, is within this range.
 - 12.3.1. The hours of work arrangements contained in this agreement shall apply on a pro-rata basis to employees who are employed part-time. Part-time employees shall be paid for the hours worked each week at the hourly rate. The hourly rate will be:

Annual salary for the Level of the Employee
1976

12.3.2.A Part Time employee will be paid for a standard day in line with usual Huntingwood shift arrangements.

12.3.3.A part time employee shall be paid the following on a pro-rata basis:

Shift Allowance, where applicable

Annual Leave

Public Holidays

Sick Leave/Special Leave

Long Service Leave

12.4. Fixed Term Employment - a fixed term employee shall be employed on the following conditions:

12.4.1.the period of employment shall be between 4 and 26 weeks

12.4.2.the period of employment may be extended to 40 weeks by agreement

12.4.3.except where specified, all provisions of this Agreement relating to permanent employees shall apply to fixed term employees.

12.4.4.fixed term employees shall only be employed after agreement between the parties. Such agreement will not be unreasonably withheld.

12.5. Casual Employment - a casual employee is an employee who is paid in accordance with this sub-clause.

12.5.1.Casuals will not work less than four (4) hours on each engagement and no more than the ordinary hours of permanent employees.

12.5.2.Casuals will be used to cover fluctuations in demand, leave, and the normal function of line relief. No more than 15% of the workforce shall, at any one time, be composed of casuals.

12.5.3.The number or percentage of casuals may be increased during peak periods after consultation between the parties.

12.5.4.Casuals shall be paid 15% in addition to the rate at which they are employed.

12.5.5.For all hours worked Monday to Saturday payment per day equals:

$$\frac{(\text{Cas rate} \times \text{number of hours worked} \times 115\%)}{1976}$$

12.5.6.For all hours worked on a Sunday payment per day equals:

$$\frac{(\text{Cas rate} \times 1.625 \times \text{number of hours worked} \times 115\%)}{1976}$$

12.5.7.For all hours worked on a Public Holiday payment per day equals:

$$\frac{(\text{Cas rate} \times 2.625 \times \text{number of hours worked} \times 115\%)}{1976}$$

12.5.8.An additional one-twelfth of this hourly rate will be paid in lieu of annual leave payments. Casuals will be paid the appropriate shift loading for the shift they work.

13. Hours of Work

- 13.1. The salaries are based on 38 ordinary hours per week with an additional 4 hours per week and 6 Saturday shifts per annum built into the annual salary.
- 13.2. In consultation with employees the Company will determine the optimum shift pattern to meet the needs of the business. Employees' rosters will follow optimum shift patterns with individual rosters being determined by mutual agreement when possible. Employees not involved in planned and preventative maintenance, will work hours arrangements which are normally within the following parameters:
 - 13.2.1. Except for employees who are a member of the dedicated preventative maintenance crew, normal working days will be consecutive over 5 days, Monday to Friday except in the case of engineering employees, who will ensure their rosters may cover the maintenance requirements of the business.
 - 13.2.2. Casual and part time employees may be asked to work on non-consecutive days.
 - 13.2.3. In addition to normal weekly shifts employees can be required to work 6 Saturday shifts (of 8 hours) per annum, the 6 Saturdays can be worked as required by management at any time throughout the year.
 - 13.2.4. Employees can be required to work up to 42 hours per week continuously with (either pre-shift or post-shift) the employees' normal shift without the payment of overtime. These additional hours do not accumulate from week to week but can be required to be worked on any day or number of days during the week, and will be used by the company for 5 x 15 minute pre-shift meetings per week and one additional 45 minute period (pre or post shift) per week which can only be used for meetings or training.
- 13.3. The additional Saturday Shifts can be used for any purpose. No employee will be expected to work more than 12 hours on any day or more than a maximum of 50 hours (except where working excess hours) in any one week based on a 38 hours roster.
- 13.4. Rostered hours may be changed to meet operational requirements. Change will be normally notified 14 days ahead of time or less by mutual agreement.
- 13.5. Employees will, unless clear approval is granted by their Team Leader, consistently be present at work at the appropriate shift start time and remain at work until the appropriate shift finish time including additional hours where required.

14. Excess Hours Compensation

- 14.1. Any hours worked by permanent employees beyond those detailed in Clause 13 - Hours of Work, shall be addressed in the following manner:
 - 14.1.1. The working of excess hours that average more than the additional 4 hours per week provided for in the salaries will be logged for each employee and reviewed every month.
 - 14.1.2. The working of excess hours will be distributed as evenly as possible amongst employees based on skill requirements.
 - 14.1.3. Excess hours may be accrued as credit of up to 38 hours to be taken as time off in lieu as agreed between the individual employee and their Team Leader. The amount of time of in lieu is calculated as 1.625 times the hours worked.
 - 14.1.4. Time off shall be taken within two months of it being accrued
 - 14.1.5. Where the working of excess hours is necessary, it shall, wherever practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive days without loss of pay.

14.1.6.

- 14.1.6.1. Where the company requires an employee to work on a Saturday (i.e. in excess of the six Saturdays per annum already provided for in the salaries) or a Sunday the employee is to be paid at 1.625 times the hourly rate for hours actually worked with a minimum payment of 4 hours.
- 14.1.6.2. (This sub-clause shall not apply where a dedicated maintenance crew is in place pursuant to clause 15.2) This provision does not apply to employees engaged on engineering maintenance work on a Saturday not related to programmed production running time.
- 14.1.6.3. If the preventative maintenance crew, for whatever reason, is not viable (e.g.: insufficient employees on the crew as determined by the company) the parties will immediately meet to discuss the issue. During discussions the parties commit to ensuring that the dedicated preventative maintenance crew is maintained.
- 14.1.6.4. Where an employee has been required to return to work having completed their shift for the day, the employee will be paid at 1.625 times the hourly rate for the time spent on site.

15. the Shifts

- 15.1. Employees not on planned and preventative maintenance, will work according to the following arrangements:
 - 15.1.1. The factory will be run on a 5 day 3 shift basis, Monday to Friday. Shift patterns will be determined in accordance with Clause 13.2.
 - 15.1.2. The spread of dayshift hours will be between 5 am and 6.30pm. Afternoon shift will finish after 6.30pm and at or before midnight and night shift finishes after midnight and at or before 8.00am.
 - 15.1.3. Employees required to work afternoon shift will have their salaries increased by 15% for the period these shifts are worked.
 - 15.1.4. Employees required to work nightshift will have salaries increased by 30% for the period these shifts are worked.
 - 15.1.5. Where the operation requires additional production outside of the hours provided for in Clause 13, on an ongoing or for an extended period of time the parties agree to meet in good faith to discuss the arrangements that would apply. In these circumstances agreement may be reached between the parties that allows for arrangements that meet operational and cost requirements to be worked outside of the arrangements set out in Clause 13. Examples of this may be working extended shifts (10 hour / 12 hour) or the introduction of a weekend production crew.
- 15.2. Employees engaged on a dedicated planned and preventative maintenance crew, will work according to the following arrangements;
 - 15.2.1. Employees will work up to a 12 hour shift roster pattern of up to 48 hours per week based on 38 ordinary hours per week, averaged over an agreed roster period.
 - 15.2.2. Employees will be required to work an additional six days (of up to 8 hours duration) or equivalent hours without the payment of overtime. The purpose of working these additional days shall be for training or other maintenance work as agreed.
 - 15.2.3. Employees will be required to regularly work any of the 7 days of the week including regularly working Saturdays and Sundays.

15.2.4. Suitable roster patterns which reflect the need of planned and preventative maintenance for the operation will be agreed between the Engineering Manager and employees.

15.2.5. Rostered hours and patterns may be changed to meet operational and maintenance needs. Changes to hours and patterns will be notified 14 days ahead of time or less by mutual agreement.

15.2.6. Employees required to work this arrangement will have their salaries increased by 30% for the period these shifts are worked.

16. Continuous Running

16.1. If the decision is made by the company to move to continuous running, that is 7 day production, on a permanent basis the parties agree to immediately meet to negotiate in good faith the implementation and terms and conditions of this change.

17. Meal Breaks/Rest Periods

17.1 Employees will be entitled, per day, to two rest periods of 20 minutes away from the employee's workstation and one meal break of 40 minutes away from the employee's workstation. Employees will not be required to work more than 3 hours without a rest period or meal break. Provided that where the Team Leader is satisfied that Production, Safety, Quality, GMP and Housekeeping requirements are met the timing and extent of their own breaks can be determined by the teams.

18. Skill Structure

Manufacturing	Engineering
Casual Level - Cas	Base Engineering Level (BEL)
Base Optech Level - BOL	Competent Engineering Level (CEL)
Competent Optech Level - COL	Advanced Engineering Level (AEL)
Advanced Optech Level - AOL	Supervisory Engineering Level (SEL)
Acting Supervisor Level - ASL	

18.1. All employees can be required to be trained in the General Skills area which is applicable to all employees including casuals and covers areas such as

Operation of Powered Mobile Plant

Basic machine operation i.e. Start/Stop and simple problem solving

Working in areas such as; Assisting another Skilled Operator, Biscuit Packing, Ingredient Preparation, Crumb Room, Channels, Stacker etc

18.2. There are 8 Manufacturing Skills

- Mixing in all functions across all lines
- Forming in all functions across all lines
- Baking in all functions across all lines
- Bagging-Wrapping in all functions across all lines
- Cartoning-Casing in all functions across all lines
- Robots in full functions
- Secondary Processing in all areas
- Stores in all areas

18.3. Manufacturing employees commencement and progression.

18.3.1. Casual employees are able to utilize General Skills

- 18.3.2. Training and/or Progression is based on business needs and employee capability, aptitude, work performance, punctuality, reliability and actions consistent with the Directional Elements and Values and is at the discretion of the Company.
- 18.3.3. Assessments will be carried out in accordance with the Company Assessment policy.
- 18.3.4. Payment is for skills relevant to equipment and procedures at the site.
- 18.3.5. Manufacturing employees without relevant skills will commence at 95% of the BOL rate and progress to BOL when they have General Skills and have been assessed as competent in one manufacturing skill on one line/machine. The Company can broaden the skill of a BOL employee on other lines/machines within the skill area. There is no additional payment or progression for broadening a skill to include all lines/machines.
- 18.3.6. When a person has been assessed as competent at BOL and is assessed as suitable for training beyond BOL and has been assessed as competent in a second Manufacturing Skill on one line/machine they move from BOL to COL. The Company can broaden the skill of a COL employee on other lines/machines within the skill area plus train in a third skill area. Employees can then be trained on all lines/machines relevant to the skills. There is no additional payment or progression for broadening a skill to include all lines/machines.
- 18.3.7. Where a person has been assessed as suitable for training beyond COL and has been assessed as competent on three Skills, in addition to General Skills, the employee moves from COL to AOL.
- 18.3.8. AOL level employees can be utilised in 3 Skills + General Skills
- 18.3.9. Entry to ASL is by appointment and at the Company discretion only and will depend on skill, aptitude, work performance, punctuality, reliability and actions consistent with the Directional Elements and Values.
- 18.3.10. Existing employees (as at 1 October 2004) will maintain their existing rate of pay and receive increases as agreed provided that the employees agree to train on other lines/machines within their existing skills and in up to a total of 3 skill areas.

18.4. Engineering employees commencement and progression

- 18.4.1. Training and/or Progression is based on business needs and employee capability, aptitude, work performance, punctuality, reliability and actions consistent with the Directional Elements and Values and is at the discretion of the Company.
- 18.4.2. Payment is for skills relevant to equipment and procedures at the site
- 18.4.3. Engineering employees without site relevant skills will commence at the BEL and remain at that level until able to progress to CEL. Required BEL Skills are - Trade Qualifications (incl necessary Post-Trade) plus shows competence in required site General Skills with the ability to work in all areas of the plant.
- 18.4.4. An Engineering employee can progress or be appointed to CEL when approved by the company and when the employee exhibits advanced engineering and/or maintenance knowledge in either the Mixing/Forming/Baking areas or in the Cartonning/Casing/Bagging-Wrapping/Robots/Secondary Processing.
- 18.4.5. An Engineering employee can progress or be appointed to AEL when the employee exhibits advanced engineering and/or maintenance knowledge in all Manufacturing skill areas.
- 18.4.6. Progression to SEL is by appointment of the company

- 18.4.7. In addition Engineering employees can be required to undertake relevant additional TAFE training and must maintain site General Skills with the ability to work in all areas of the plant.

19. Rates of Pay

Manufacturing				Engineering			
Casual Level (Cas)		=		Base Engineering Level (BEL)		=	
	1-Oct-04	=	\$38,275.22		1-Oct-04	=	\$59,423.10
	1-Oct-05	=	\$40,284.66		1-Oct-05	=	\$62,542.81
		=		Competent Engineering Level (CEL)		=	
Base Optech Level (BOL)		=			1-Oct-04	=	\$59,423.10
	1-Oct-04	=	\$43,528.00		1-Oct-05	=	\$62,542.81
	1-Oct-05	=	\$46,458.00	Advanced Engineering Level (AEL)		=	
Competent Optech Level (COL)		=			1-Oct-04	=	\$72,603.56
	1-Oct-04	=	\$49,993.50		1-Oct-05	=	\$76,415.24
	1-Oct-05	=	\$56,658.25	Supervisory Engineering Level (SEL)		=	
Advanced Optech Level		=			1-Oct-04	=	\$77,118.25
	1-Oct-04	=	\$59,992.20		1-Oct-05	=	\$81,166.96
	1-Oct-05	=	\$63,189.90				
Acting Supervisor Level (ASL)		=					
	1-Oct-04	=	\$65,856.00				
	1-Oct-05	=	\$69,313.44				

- 19.1 The annualised salaries are inclusive of all allowances (excluding shift loadings)
- 19.2 Employees will be classified according to their competencies gained through training and experience and in accordance with the pay scale.
- 19.3 Employees will be paid weekly and their salary will be paid no later than Friday of each week into a bank account of the employee's choice by electronic funds transfer.
- 19.4 Hourly rate will be calculated as follows: Salary Level Annual Rate 1976 hours
- 19.5 The company shall contribute to the Campbell's Arnott's Superannuation Plan or another complying fund the minimum amount required under relevant legislation. In calculating the contributions the annual salary, inclusive of shift rates for preventative maintenance, afternoon and night shift employees shall be the basis on which the contributions are made.

20. Public Holidays

- 20.1. The days on which the following days are observed will be Public Holidays: New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; Union Picnic Day (applicable to Union members only) or any other gazetted Public Holiday.
- 20.2. No deduction shall be made from the annual salary of an employee if he/she is not required to work on any of such holidays unless they are absent, without reasonable excuse, on the day before or after the Public Holiday.
- 20.3. An employee who is required to work on a Public Holiday shall have the choice of being compensated by either:
- 20.3.1. receiving payment at the rate of 2.625 the level hourly rate or
- 20.3.2. receiving payment at the rate of 1.625 the level hourly rate plus one day to be added to his/her annual leave entitlement
- 20.4. A minimum of four hours pay shall apply on public holidays worked

21. Annual Leave

- 21.1. Employees' entitlements to annual leave will be in accordance with the *NSW Annual Holidays Act 1944*. An annual leave loading of 17.5% is incorporated in the annual salary

22. Long Service Leave

- 22.1. Employees entitlements to Long Service Leave will be determined in accordance with the *NSW Long Service Leave Act 1955* and shall be paid on the annualised salary including shift loading.

23. Sick Leave

- 23.1. It is accepted that sick leave is available when an employee is unable to attend work due to ill health.
- 23.2. There is no specific restriction to paid sick leave provided it is genuine.
- 23.3. Approval must be given through the Human Resources Department for periods of leave greater than one week, after which time a plan for regular review will be put in place. This entitlement will be subject to periodic review based on each individual's medical circumstance.
- 23.4. A medical certificate will be required to be produced where an employee claims sick leave relating to any absence exceeding two consecutive working days.
- 23.5. Employees who take 10 days or more sick leave in a calendar 12 month period (1 January to 31 December) will have their continued payment for sick leave subject to review and may be placed under the disciplinary procedure.

24. Carer's Leave

- 24.1. Carer's leave is for people who need time off to care for an ill dependant. A dependant is someone who is, a child under the age of 18, partner or an elderly parent. Applications for carer's leave for periods of two days or more, require a doctors certificate verifying that the dependant is ill. The company can limit the amount of paid and/or unpaid leave to a reasonable period of time ("reasonable" will depend on the individual circumstances)

25. Bereavement Leave

- 25.1. Bereavement leave is to attend a funeral or mourn the loss of an immediate family member. Paid leave is normally approved for up to 3 days up to and including the day of the funeral. Immediate family is defined as spouse/partner, child, sibling or parent. In the case of grandparents leave is normally granted for the day of the funeral although other arrangements can be agreed to.
- 25.2. Special consideration is given to persons whose immediate family is located overseas or persons who are Aboriginal or Torres Strait Islander and the definition of family is greater than as defined above.

26. Parental Leave

- 26.1. 3 months paid maternity leave is available to all women who have 12 months continuous service when they give birth or adopt a child under the age of 5 years. Fathers (with 12 months continuous service) receive a week's paid leave when their baby arrives. Parental leave must be taken within the babies first year.

27. Jury Service

- 27.1. An employee who is required to undertake Jury Duty will receive their normal salary for the duration of the time. Any jury allowances (with the exception of travel allowance) are to be paid to the company.

27.2. An employee shall be required to produce to the employer proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the employer notice of such requirements as soon as practicable after receiving notification to attend for jury service.

28. Termination of Employment

A permanent employee may be terminated in the following ways:

28.1. Without Notice - Only in circumstances of serious and wilful misconduct

28.2. With Notice

28.2.1. In all other circumstances subject to Clause 31 on termination initiated by the Company the following notice periods shall apply:

Employees period of continuous service	Notice
1 year or less	1 week
Over 1 and up to 3 years	2 weeks
Over 3 and up to 5 years	3 weeks
More than 5 years	4 weeks

An additional one week will apply to employees over 45 years of age with 2 years or more continuous service.

29. Disciplinary Procedure

29.1. 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 serious misconduct the following warning procedure shall apply before an employee is dismissed:

29.1.1. Firstly a verbal warning shall be recorded on the employee's file

29.1.2. On a second disciplinary occurrence a first written warning shall be given

29.1.3. On a third disciplinary occurrence a final written warning shall be given

29.1.4. Further instances of unsatisfactory behaviour or performance shall leave the employee liable to dismissal

29.2. The company may bypass one or any of the above steps should the serious of the situation warrant it as an alternative to dismissal.

29.3. Warnings shall last for a period of 6 months after which they shall lapse.

29.4. Warnings shall be issued in formal surroundings with the employee having the opportunity to have a delegate present. The site union official is to be notified prior to an employee receiving a warning. Should the official not be available at the time of the initial contact the time the attempt was made to contact the official should be noted and a second attempt to contact the official should be made prior to the end of the shift. If the official is not available prior to the end of the shift this should be noted the disciplinary session and warning should proceed.

29.5. The employee may request that the issuing of the warning be delayed for up to 24 hours if there is not a delegate present on site at the time of issuing the warning. Should the employee choose to not have a union delegate present then the delegate and the site union official must be notified.

29.6. If an employee does not want to have a union delegate present they are able to request a different 'support' person to be present. - The same rules in relation to delay apply to this person as set out in point 30.7 below.

- 29.7. Employees do not have the opportunity to go 'delegate shopping'. This means that they cannot delay the disciplinary session warning on the basis of having a delegate other than their shift delegate present, the employee does not get to pick and choose which delegate they want present. The only time this would not be the case is where the delegate involved in the dispute and will also receive a warning.
- 29.8. If the employee chooses to have a union delegate present, and the shift delegate is absent from work then the giving of the warning should be delayed for 24 hours to give the employee and the union time to arrange for representation for the employee. After 24 hours the disciplinary session will be conducted and the warning would be issued.
- 29.9. Each written warning shall outline the nature of the unsatisfactory behaviour or performance.
- 29.10. 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.
- 29.11. Except in the case of newly appointed employees on probationary terms, the Company shall not invoke the disciplinary procedure in relation to absenteeism until an individual has exceeded ten days absence in any one calendar year.
- 29.12. The Company disciplinary procedure shall not apply in a case of serious misconduct. Serious misconduct may result in dismissal without notice.

30. Conflict Resolution

- 30.1. The parties to this 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.
- 30.2. The matter/s in dispute shall be dealt with in accordance with the following procedure:
 - 30.2.1. Any dispute arising out of employment shall first be dealt with by the union delegate, employee/s concerned and the relevant manager.
 - 30.2.2. Failing settlement at this level, the delegate shall refer the dispute within 24 hours to the NUW organiser who shall take the matter up with the relevant company representative. All efforts shall be made at this level to settle the dispute, but failing that it shall be referred to the State Secretary of the Union and a higher representative of management.
 - 30.2.3. During the discussions the status quo shall remain and work will proceed normally. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute
 - 30.2.4. At any time either party shall have the right to notify the dispute to the Industrial Relations Commission
 - 30.2.5. Reasonable time limits will be allowed for the completion of the procedure. The emphasis being on a speedy resolution of disputes.

31. Redundancy Agreement

- 31.1. This redundancy agreement shall apply to all permanent employees covered under the terms and conditions of this Agreement whose positions are made redundant from Arnott's Manufacturing Facility at Huntingwood.
- 31.2. Notice Payment
 - 31.2.1. Four (4) weeks payment in lieu of notice. This period of notice is increased by one week if the employee is over 45 years of age and has completed 2 years continuous service with the employer.

31.3. Redundancy Pay

- 31.3.1. Redundancy pay for four (4) weeks shall be calculated on each completed year of continuous service and on a pro-rata basis per completed month during the final year of service.

31.4. Sick Leave

- 31.4.1. Payment of accumulated sick leave (if any) accumulated prior to the Huntingwood Manufacturing Facility Enterprise Agreement 1996.

31.5. Annual Leave

- 31.5.1. Payment of all accumulated annual leave, including leave on a pro-rata basis.

31.6. Long Service Leave

- 31.6.1. As per Long Service Leave Act for employees with more than twelve (12) months service, on pro-rata basis.

31.7. Certificate of Service

- 31.7.1. All redundant employees shall be given a Certificate of Service stating reason for termination, classification and length of service.

31.8. Time off for Job Interviews

- 31.8.1. The Company will allow up to sixteen (16) hours off for employees, once notified of redundancy, to attend job interviews. Provided that this period does not exceed four (4) hours on each occasion and that reasonable notice is given to the Company Manager and proof of attendance of such interviews is provided.

31.9. Redundancy - Selection

- 31.9.1. 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.

31.10. Superannuation

- 31.10.1. Superannuation payments will be made in accordance with the Superannuation Fund Trust Deed.

31.11. Financial Advice

- 31.11.1. The Company will provide financial advisers at the Company's expense, to assist employees with investment advice, if required.

32. General Issues

- 32.1. A hot food cafeteria (Monday to Friday) and satellite tea rooms will be available and there will be indoor and outdoor eating areas. The practice of providing a hot food cafeteria when more than one line is fully operational on a weekend will continue, the practice of providing a sausage sizzle on weekends when only one line is operational will continue.

- 32.2. A designated employee car park will be provided.
- 32.3. Lockers and showers will be provided for all employees at Huntingwood.
- 32.4. All employees will be issued with a security pass for access into the premises. These must be produced on request.
- 32.5. The company shall provide all necessary special tools and equipment as is necessary for the performance of all duties. Where an employee is required to provide their own tools, if that tool is lost or damaged the company at its discretion may replace that tool.
- 32.6. The Company shall advise all Employees that a "Bargaining Agents" Fee of \$500.00 per annum is payable to the Union. The relevant Employee to which this clause shall apply shall pay the "Bargaining Agents Fee" to the Union in advance on a pro rata basis for any time which the Employee is employed by the Company. By arrangement with the Union this can be done in quarterly installments throughout the year. The employer will provide a direct debit facility to pay the bargaining agents fee to the Union.
- 32.7. By agreement with the union a Labour Hire agency will be retained to provide all manufacturing casual employee labour for the site as the Company will cease to provide its own casual labour. As this agency will provide all casual employee labour for the site all existing casual employees will be offered employment by the Labour Hire agency. Employees of the Labour Hire agency who work at the site as manufacturing employees will be paid as per Clause 12.5 and while working at the site will receive the conditions of employment contained within this agreement that are relevant to casual employees.
- 32.8. The Employees, the Union and the Company have a period of two months until 12 December 2004 to provide documented proof of the existence and application of any previous award, agreement, arrangement, understanding, custom and practice which they seek to have included as part of this agreement provided that the alleged award, agreement, arrangement, understanding, custom and practice is not inconsistent with this agreement. After the expiration of this period all previous awards, agreements, arrangements, understandings, customs and practices whether written, verbal or implied which are not specifically written into this agreement are rescinded and replaced by this agreement and have no further application to the site. Any agreement to maintain these will be documented in Appendix 2 to this agreement.
- 32.9. The Company agrees to consider job-sharing arrangements where those arrangements do not interfere with the efficient and effective operation of the business.
- 32.10. The Company will allow employees, should they wish, to reduce their rate of pay by an amount that they would elect in writing to sacrifice each pay period. This would allow the Company to make a superannuation contribution equal to this amount for the benefit of the employee to a fund in accordance with this clause. These salary sacrifice arrangements will be implemented without additional cost to the Company and without disadvantage to the employee and shall be reviewed by the parties every 12 months.
- 32.11. Permanent Full-time employees, working Monday to Friday roster, covered by Section A of this agreement will be entitled to receive an additional 12 days per annum Work/Life Balance (WLB) leave days per year in recognition of:
 - 32.11.1. the requirement to be at work for 42 hours per week and 6 Saturdays per year as part of their usual hours.
 - 32.11.2. the commitment and flexibility required of employees at Huntingwood
 - 32.11.3. agreed changes to the breaks and working hours practices
- 32.12. 6 of the WLB days will be taken on any day Monday to Friday at the discretion of the employee in accordance with Clause 33.14 below and 6 of the Work/Life Balance days will be scheduled by the Company,

- 32.13. Employees will receive, unless agreed otherwise, 2 weeks notice of Company scheduled WLB days
- 32.14. Unless otherwise agreed between the Team Leader and the employee, employees must provide 2 weeks notice of request for a WLB day, request must be approved by the Team Leader and approval for WLB days will depend operational requirements - agreement by the Team Leader will not be unreasonably withheld.
- 32.14.1. Employees who leave the business are not entitled to payment for any WLB days not taken

SECTION B

33. Definitions

- 33.1. Definitions relevant to this Section of the Agreement:
- 33.1.1. Security Officer as referred to in this Agreement are those employees covered by this Agreement and responsible for the security of the Arnott's Biscuits Huntingwood site.
- 33.1.2. Huntingwood site referred to in this agreement is the Arnott's Biscuits Huntingwood manufacturing facility and Customer Services Centre grounds in their entirety.
- 33.1.3. Salary is the remuneration structure based on an annualised salary inclusive of all extra payments and allowances other than those set out in Clause 12 of this agreement.
- 33.1.4. Team refers to the Arnotts Biscuits Limited Huntingwood Security Officers team.

34. Classification and Rate of Pay

- 34.1. All employees will have the title of Security Officer and will be paid an annual salary.
- 34.2. The annual salary of a Security Officer shall be

1-Oct-04	\$51,255.70
1-Oct-05	\$53,946.62

- 34.3. All Security Officers will obtain competence and maintain competence in an agreed set of competencies developed by the Company.
- 34.4. Any additional work performed outside of rostered hours shall be paid, in addition to the annual salary, the following rates for each hour worked.

1-Oct-04	\$29.73
1-Oct-05	\$31.29

- 34.5. Additional hours shall not include work performed as part of usual coverage arrangements such as awaiting relief, late changeovers etc. Security Officers will obtain authorisation as required by the Company before working additional hours. Preference for additional hours shall be initially offered to Security Officers not on shift subject to operational requirements.

35. Hours of Work

- 35.1. The parties recognise the critical role that security plays in protecting the site. The security team must be able to provide security services to the entire Huntingwood site as required by the Company. This may include work by Security Officers 24 hours per day, seven days per week, every day of the year.
- 35.2. An employee will be required to work ordinary hours of 38 per week plus additional 4 hours overtime every week. These hours will be worked on a rotating shift basis.

- 35.3. Each shift may be of up to 12 hours' duration according to the roster.
- 35.4. The security team may be encouraged to be a self-directed work team where team members are flexible in ensuring that the security requirements are met however the Company retains the right to determine rosters to meet operational requirements.
- 35.5. As part of being a self directed team employees might come to individual arrangements whereby they are able to exchange rostered shifts with another team member's rostered shifts. Where such an exchange occurs, the employee shall notify the Company and communicate to the team that the change has taken place. All shift exchanges shall be subject to operational requirements.

36. Payment of Salary

- 36.1. Salary will be paid weekly by electronic funds transfer into a bank, building society or credit union account as nominated by the employee.
- 36.2. Once determined the Company shall not change payday without at least 14 days notice or less by agreement with affected employees.

37. Termination of Employment

- 37.1. A permanent employee may be terminated in the following ways:
 - 37.1.1. In cases of serious or wilful misconduct the Company may, at its discretion, elect to terminate the employment of the employee without notice. In these cases all entitlements shall be paid up to and including the day of termination only.
 - 37.1.2. The Company may terminate the employment of the employee by the giving of payment in lieu of one month's salary.
 - 37.1.3. Where the employee elects to terminate his or her employment the employee is required to give the Company one month's notice of intention to terminate employment or forfeit one week's salary in lieu of notice.

38. Superannuation

- 38.1. The Company shall pay into the Campbell Arnott's Superannuation Fund Plan the prevailing superannuation guarantee charge rate applicable from time to time.

39. Training

- 39.1. The Company may provide training to Security Officers as part of developing and maintaining skills necessary to the completion of their duties.
- 39.2. Security Officers will attend training if required outside of rostered hours for up to 12 hours in any year without additional payment. These hours shall not accumulate from year to year. Any additional training required beyond these hours shall be paid in accordance with the rate set out in Clause 34 of this Agreement.

40. Annual Leave

- 40.1. Each employee shall be entitled to 192 hours of annual leave for every completed year of service. All annual leave must be reported to the Company for approval and inclusion in the roster.
- 40.2. Where working as part of a self directed work team all employees are required to arrange annual leave themselves, this includes all relief duties to cover the annual leave absence.
- 40.3. Entitlements regarding the provision of annual leave shall be in accordance with the NSW *Annual Holidays Act* 1944; annual leave loading is incorporated into the salary.

41. Other Leave

- 41.1. Long Service Leave, Sick Leave, Special Leave, Carer's Leave, Bereavement Leave, Parental Leave and Jury Service will be in accordance with Section A of this Agreement

42. Public Holidays

- 42.1. Where the site requires security, Security Officers will be required to work Public Holidays according to the roster.
- 42.2. The days on which the following days fall will be observed as public holidays - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day and Union Picnic day (applicable to union members only) or any other gazetted public holiday.

43. Disputes Procedure and Disciplinary Procedure

- 43.1. Will be in accordance with Section A of this Agreement

APPENDIX 1

Salary arrangements as they apply to Manufacturing employees Base Increase is 5.25% - Without prejudice offer - 19 October 2004

Casual		
\$		
Current rate	36,366.00	
Increase to	38,275.22	effective from 1 Oct 04
Increase to	40,284.66	effective from 1 Oct 05
Total Increase	3,918.66	10.78%
Permanent Level 1A - Guaranteed progression to BOL		
Current rate	40,598.00	
Increase to	40,729.40	effective from 1 Oct 04
Increase to	42,528.00	effective from 1 Apr 05
Increase to	44,993.00	effective from 1 Oct 05
Increase to BOL	46,458.00	effective from 1 Apr 06
Total Increase	5,860.00	14.43%
Permanent Level 2 - If approved and competent to progress to COL		
Current rate	46,458.00	
Increase to	48,897.05	effective from 1 Oct 04 (or date competent)
Increase to	49,650.78	effective from 1 Apr 05 (or date competent)
Increase to	50,904.52	effective from 1 Oct 05 (or date competent)
Increase to COL	52,658.25	effective from 1 Apr 06
Total Increase	6,200.25	13.35%
Permanent Level 2 - Personal rate if unable or unwilling to transition to COL		
Current rate	46,458.00	
Increase to	48,897.05	effective from 1 Oct 04
Increase to	51,464.14	effective from 1 Oct 05
Total Increase	5,006.14	10.78%
Permanent level 3 - If approved and competent to progress to AOL		
Current rate	56,459.00	
Increase to	59,423.10	effective from 1 Oct 04 (or date competent)
Increase to	60,678.70	effective from 1 Apr 05 (or date competent)
Increase to	61,934.30	effective from 1 Oct 05 (or date competent)
Increase to	63,189.90	effective from 1 Apr 06 (or date competent)
Total Increase	6,730.90	11.92%

Permanent Level 3 - Personal rate if unable or unwilling to transition to AOL		
Current rate	56,459.00	
Increase to	59,423.10	effective from 1 Oct 04
Increase to	62,542.81	effective from 1 Oct 05
Total Increase	6,083.81	10.78%
Permanent Level 4 - Personal rate if not appointed to ASL		
Current rate	62,692.00	
Increase to	65,983.33	effective from 1 Oct 04
Increase to	69,447.45	effective from 1 Oct 05
Total Increase	6,755.45	10.78%
Permanent Level 4A- Personal rate		
Current rate	65,856.00	
Increase to	69,313.44	effective from 1 Oct 04
Increase to	72,952.40	effective from 1 Oct 05
Total Increase	7,096.40	10.78%
Permanent Level 5 - Personal Rate		
Current rate	68,982.00	
Increase to	72,603.56	effective from 1 Oct 04
Increase to	76,415.24	effective from 1 Oct 05
Total Increase	7,433.24	10.78%
Permanent Level 5A - Personal Rate		
Current rate	73,300.00	
Increase to	77,148.25	effective from 1 Oct 04
Increase to	81,198.53	effective from 1 Oct 05
Total Increase	7,898.53	10.78%
Permanent Level 6 - Personal Rate		
Current rate	77,561.00	
Increase to	81,632.95	effective from 1 Oct 04
Increase to	85,918.68	effective from 1 Oct 05
Total Increase	8,357.68	10.78%

Salary arrangements as they apply to Engineering employees

Base Increase is 5.25% - Without prejudice offer - 19 October 2004

Permanent level 3 - Transition to BEL		
	\$	
Current rate	56,459.00	
Increase to	59,423.10	effective from 1 Oct 04
Increase to	62,542.81	effective from 1 Apr 05
Total Increase	6,083.81	10.78%
Permanent Level 3 - Personal rate if approved an if competent - Upgrade to CEL		
Current rate	56,459.00	
Increase to	59,423.10	effective from 1 Oct 04
Increase to	62,275.07	effective from 1 Apr 05
Increase to	65,627.05	effective from 1 Oct 05
Increase to	69,479.03	effective from 1 Apr 06
Total Increase	13,020.03	23.06%
Permanent Level 3 - If approved and if competent - Upgrade to AEL		
Current rate	56,459.00	
Increase to	59,423.10	effective from 1 Oct 04
Increase to	64,087.15	effective from 1 Apr 05
Increase to	69,751.19	effective from 1 Oct 05
Increase to	76,415.24	effective from 1 Apr 06
Total Increase	19,956.24	35.35%

Permanent Level 4- Transition to CEL if unable or unwilling to upgrade to AEL		
Current rate	62,692.00	
Increase to	66,013.33	effective from 1 Oct 04
Increase to	69,479.03	effective from 1 Oct 05
Total Increase	6,787.03	10.83%
Permanent Level 4 - If approved an if competent - Upgrade to AEL		
Current rate	62,692.00	
Increase to	65,983.33	effective from 1 Oct 04
Increase to	68,960.63	effective from 1 Apr 05
Increase to	72,437.94	effective from 1 Oct 05
Increase to	76,415.24	effective from 1 Apr 06
Total Increase	13,723.24	21.89%
Permanent Level 4A - If approved and if competent - Transition to AEL		
Current rate	68,856.00	
Increase to	69,313.44	effective from 1 Oct 04
Increase to	72,864.34	effective from 1 Oct 05
Increase to	76,415.24	effective from 1 Apr 06
Total Increase	10,559.24	16.03%
Permanent Level 5 - AEL		
Current rate	68,982.00	
Increase to	72,603.56	effective from 1 Oct 04
Increase to	76,415.24	effective from 1 Oct 05
Total Increase	7,433.24	10.78%
Permanent Level 5A - Personal Rate		
Current rate	73,300.00	
Increase to	77,148.25	effective from 1 Oct 04
Increase to	81,198.53	effective from 1 Oct 05
Total Increase	7,898.53	10.78%
Permanent Level 6 - Personal Rate		
Current rate	77,561.00	
Increase to	81,632.95	effective from 1 Oct 04
Increase to	85,918.68	effective from 1 Oct 05
Total Increase	8,357.68	10.78%

APPENDIX 2

Signatories to Agreement

Signed for and on behalf of

Arnott's Biscuits Limited

PLANT MANAGER

Date: _____ 12-11-04 _____

HUMAN RESOURCES MANAGER

Date: _____ 2-11-04 _____

Signed for and on Behalf of the

National Union of Workers, New South Wales Branch

STATE SECRETARY

Date: 8-11-04

WITNESS

Date: 8-11-04