

ENTERPRISE AGREEMENT

NO: E.A. 391 /1994

DATE REGISTERED: 4-10-94

PRICE: \$ 22-00

AUSSIE TREATS ENTERPRISE AGREEMENT

PREAMBLE

This Enterprise Agreement is designed to create greater flexibility in employment practices within the enterprise conducted by Aussie Treats (NSW) Pty Ltd and to accord to employees more stable employment and greater access to training and career enhancement.

1. PARTIES BOUND

The parties to this agreement are:

- 1.1 Aussie Treats (NSW) Pty Ltd in so far as that company operates a Bakery at Lot 10, Pavilion Close, Cardiff NSW ("the employer"); and
- 1.2 All of the employees of the employer engaged in any of the occupations set out in clause 6 of this agreement during the currency of this agreement ("the employees").

2. STATUS AND AIM OF AGREEMENT

- 2.1 This agreement shall determine all of the terms and conditions of employment of the employees which are capable of inclusion in the Pastrycooks (State) Award and operates to the full and total exclusion of the provisions of that award:

To the extent of any inconsistency between the above award and this agreement, the agreement shall prevail.

- 2.2 The parties to this agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

3. DATE AND PERIOD OF OPERATION

- 3.1 This agreement shall commence on the day of its registration by the Industrial Registrar, which is noted to be....., and shall operate for a period of three years thereafter.

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4. HOURS AND STATUS

- 4.1 The maximum ordinary hours of employment exclusive of meal breaks shall not exceed 40 hours per week if averaged over a 52 week period.
- 4.2 All employees shall be engaged as either permanent or casual.
- 4.3 Rosters will be clearly displayed by the employer in a prominent place. All work outside an employees rostered hours shall require the consent of the employer or the employers approved representative.

5. TERMINATION OF EMPLOYMENT

- 5.1 Employment of permanent employees may be terminated during the first month of employment without notice and after one month of employment by one weeks notice by the party terminating to the other party. The employment of a casual may be terminated at any time without notice. This does not prevent the employer from terminating an employee without notice where the employer reasonably believes the employee to be guilty of serious and/or wilful misconduct, negligence or incompetence.
- 5.2 Where an employee is absent from work for a continuous period exceeding three working days without notification to the employer, then that employee shall be deemed to have terminated their employment without notice.

6. DEFINITIONS

- Bakehouse Tradesperson Means a tradesperson engaged to do the work of a bakehouse tradesperson and who has:-
- (a) completed an indenture as an apprentice in one of the baking trades or;
 - (b) received at certificate of recognition from the Vocational Training Board under the Industrial and Commercial Training Act.
- Bakehouse Cook Shall mean an employee who is not a tradesperson but is engaged to do the work of a bakehouse tradesperson.

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Bakehouse Cake Decorator	Shall mean an employee who is capable of the ornamenting of all cakes, slices, buns, donuts or any other baked goods, the slicing, cutting and packing off of the same as well as cleaning and maintenance of all work areas and utensils used.
Bakehouse Assistant	Shall mean an employee who is not otherwise defined and assists in the operation of the bakehouse.
Bakehouse Tradesperson	Shall mean an employee capable of doing each and all of the following; mixing, baking, icing, piping or creaming, filling, ornamenting, the rolling and sheeting of pastry or dough by machine and hand, the making of donuts or any other fermented baked goods and the packing off of the same as well as the cleaning and general maintenance of all machinery and work areas used in the production of the above.
Apprentice	Shall mean an employee indentured as an apprentice pastrycook for a period of four years.

7. WAGE RATES

- 7.1 The wage for ordinary hours over the period of employment shall not in aggregate be less than that due under the Award for ordinary hours referred to by Section 122 of the Industrial Relations Act (NSW) 1991.
- 7.2 Permanent employees: Any permanent employee 21 years of age or over shall be paid not less than the hourly rates of pay set out opposite the classification which the employee is allocated by the employer.

Bakehouse Tradesperson	\$11.00
Bakehouse Cook	\$10.50
Bakehouse Cake Decorator	\$9.70
Bakehouse Assistant	\$9.44

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7.3 Casual Employees

7.3.1 Casual employees shall be paid an hourly rate equal to the appropriate hourly rate plus 10% which is inclusive of annual leave entitlements.

7.4 Apprentices

The minimum hourly rate of pay for an apprentice shall be ascertained by applying the hourly rate of pay set out opposite the year of an apprentices indenture.

First year	\$5.18
Second year	\$5.90
Third year	\$6.77
Fourth year	\$8.22

7.5 Junior Employees

Unapprenticed employees under the age of 21 shall be paid the following:

	percentage of rate of the Bakehouse Assistant classification prescribed in sub-clause 7.2 of this clause.	
Under 18 years of age		60
At 18 years of age		70
At 19 years of age		75
At 20 years of age		90

8. OVERTIME

8.1 All hours worked in excess of ordinary hours shall only be worked by mutual agreement between the employer and the employee and shall be remunerated at the same rate per hour as those ordinary hours.

8.2 By mutual agreement between the employer and the employee overtime may be converted to time off in lieu of payment of the rate of single time for each hour of overtime worked.

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9. PUBLIC HOLIDAYS

- 9.1 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 or any other gazetted public holidays are observed shall be holidays under this agreement and no deduction shall be made from the weekly pay of an employee in which any of the abovenamed holidays fall if the employee is not required to work on any of such holidays.
- 9.2 Work done on any of the holidays prescribed in clause shall be paid for in accordance with clause 7 of this agreement.
- 9.3 An employee absent without leave on the day immediately preceding a holiday prescribed by this agreement or on a day immediately after such holiday, shall forfeit wages for the days of absence and for the holiday except where such absence is in accord with entitlements prescribed by clause 10.

10. LEAVE

10.1 Annual Leave

Annual leave shall be in accordance with the Annual Holidays Act 1944.

10.2 Sick Leave

10.2.1 All permanent employees shall be entitled to 5 days sick leave on full pay during each year's employment. For the purpose of this clause each year of employment shall conclude on the anniversary of the commencement of the employees employment. Unused sick leave shall not accumulate from year to year.

10.2.2 For the purposes of this clause, "day" shall mean one fifth of the ordinary hours worked in a week by an employee claiming payment under this clause.

10.2.3 The employee shall furnish a doctor's certificate or proof as required by the employer of an inability on account of such illness or injury, to attend duty on the day or days which sick leave payment is claimed.

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10.3 Bereavement Leave

- 10.3.1 On the occasion of the death within Australia of a permanent employee's father, mother, wife (including de facto husband or wife), brother, sister, son, daughter, stepchild or parent-in-law, and on the production of evidence satisfactory to the employer, the employee will receive a maximum of 3 days leave on full pay.

10.4 Jury Service

- 10.4.1 When required to attend for jury service, a permanent employee shall receive leave of absence and shall be paid by the employer on an amount equal to the difference between the fee received from the court for jury service and the ordinary time rate the employee would be paid, had they worked.

10.5 Parental Leave

- 10.5.1 Parental leave shall be granted in accordance with the provisions of Chapter 2, Part 2, Division 3 of the Industrial Relations Act 1991.

10.6 Long Service Leave

- 10.6.1 Long Service Leave shall be in accordance with the Long Service Act 1955.

10.7 Workers Compensation and Rehabilitation

- 10.7.1 See Workers Compensation Act 1987.

11. MEALS

- 11.1 Employees will be allowed an unpaid meal break of not less than 30 minutes after a maximum of six hours work.

12. PAYMENT OF WAGES

- 12.1 Employees shall be paid weekly and shall be paid by cheque or alternatively by electronic funds transfer into a financial institution account nominated by the employee.

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12.2 Employees shall forfeit wages for any days of absences except where such absence is in accord with entitlements prescribed by clause 10.

12.3 All employees shall complete their daily time sheets. Failure to complete time sheets may result in wages being withheld until the following pay day subject to the satisfactory completion of time sheets.

13. EMPLOYEE PURCHASES

13.1 All employees may purchase any pies, cakes or other baked goods from the employer at a price determined by the employer as the wholesale price. Any other purchases shall be at full retail prices.

13.2 All employees subject to 13.3 shall be entitled to run a weekly account with the employer which shall be settled on a weekly basis by the employee. Failure to settle an account on such basis will result in this privilege being withdrawn until such time as the account is settled.

13.3 Prior to opening a weekly account the employee shall provide the employer with written authorisation allowing the employer to deduct from any wages owing on termination the balance owing of their account. Should the employee withdraw this authorisation at any time, their account shall be closed by the employer and the employee shall pay the balance owing of that account to the employer within a time period as determined by the employer from time to time.

13.4 The unauthorised consumption or removal of goods from the employer's premises will be considered by the employer to be theft and will result in dismissal without notice.

14. MULTI-SKILLING AND TRAINING

14.1 With the approval of the employer, employees may from time to time train in a higher or lower classification. This multiskilling shall be for the purpose of broadening the skills of the employee concerned, who shall receive no extra remuneration during such periods of multiskilling.

14.2 Employer Initiated Training

Employees shall undertake training and retraining as required by the employer. The employer will pay all costs associated with training whether it is formal, internal, external or on the job. Time off without loss of pay will be provided. If external training extends beyond the ordinary hours of work the employee shall be remunerated at the same rate per hour as those ordinary hours.

14.3 Employee Initiated Training

Employees planning to undertake further training should discuss the matter with the employer. The employer will consider reimbursing part or all of the costs associated with the training, provided that the training has relevance to the employer's future or current needs. Reimbursement for approved training will be made at the successful completion of each stage of the course. The employer may approve any reasonable time off work without pay for attendance at such training including examinations and study leave.

15. SUPERANNUATION

15.1 Contribution shall be in accordance with the Superannuation Guarantee Administration Act (1992).

16. DISPUTES PROCEDURE

16.1 If one or more employees has a grievance with the employer concerning any matter capable of being included in an award of this agreement or concerning discrimination in employment within the meaning of the Anti-discrimination Act 1977, it shall be resolved as follows:

- a) Work shall continue normally.
- b) In the first instance it shall be discussed between the employees and management.
- c) In the event that the parties cannot resolve the grievance by negotiation, it shall at the expense of the employer be referred by the parties to the Industrial Relations Commission of New South Wales.

17. DISCIPLINARY PROCEDURE

17.1 It is agreed that employees shall be afforded except in cases where the employee is reasonably believed by the employer to be guilty of wilful and/or serious misconduct negligence or incompetence, the benefits of the following disciplinary procedure by the employer.

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- 17.1.1 Where the employer believes the employee to be guilty of misconduct and/or unsatisfactory performance the employer will conduct a full investigation of all relevant facts before making decision. As part of such an investigation the employee will be given an opportunity to explain themselves.
- 17.1.2 If following the investigation and after hearing the employees explanation, the employer reasonably believes the employee to be guilty of misconduct and/or unsatisfactory performance the employer will issue a written warning to the employee. A record of the warning will be kept on the employees file.
- 17.1.3 If an employee is found guilty of further misconduct and/or continuing unsatisfactory performance the employer will issue a final written warning to the employee. This written warning will be signed by the employee, a representative of the employer, and a third party nominated by the employee if any. Such warning will be placed on the employees file and shall stay in effect for a maximum period of six months. Any further misconduct and/or unsatisfactory performance exhibited during this period will result in disciplinary action being taken up to and including dismissal.
- After the six month period has expired this warning shall lapse and the employees record shall be considered satisfactory.
- 17.1.4 At all stages of the disciplinary process the employee will be entitled to have another person of their choice present at any interview.
- 17.1.5 Nothing in this procedure shall limit the right of the employer to dismiss an employee without notice where the employer reasonably believes the employee to be guilty of serious and/or wilful misconduct, negligence or incompetence.
- 17.1.6 This disciplinary procedure is not limited to the repetition of offences of the same nature but may be applied to offences of a dissimilar nature.

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18. FLEXIBILITY OF EMPLOYMENT

18.1 Flexible Work Practices

The parties acknowledge the importance of flexible work practices in promoting the efficient operation of the bakery so that the employer retains or increases market share and consequentially, the job security of the employees is strengthened.

18.2 Temporary Transfer of Duties

Where the employee's normal work is not available or where the employee's service can be better used on different duties then the employee will undertake those duties provided he/she is capable of performing the work.

18.3 Flexible Hours

Due to the nature of the industry and the need to meet changing customer requirements the rostered hours of work may be subject to variation. When this is necessary the employer shall consult with the employees affected before making the necessary changes. Except in an emergency employees will be given not less than 24 hours notice of any variations to rosters.

19. CONSULTATION

The employer and the employees accept that their interests are mutually dependent. They have committed themselves to promoting harmony and ensuring that consultation and co-operation are the basis for relationships between them. The objectives of consultation include but are not limited to:

- Developing a closer working partnership.
- Increasing the efficiency, flexibility and competitiveness of the business.
- Enhancing job security.
- Improving the working environment.
- Making the most effective use of new technology.
- Developing a more pleasant atmosphere for all people to work in.

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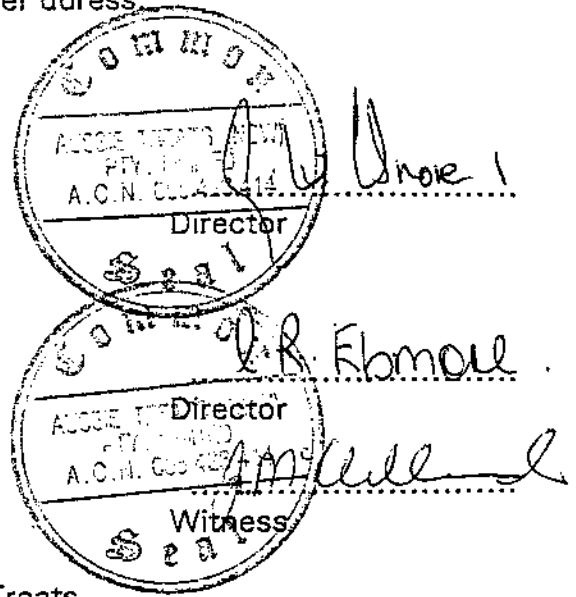
20. NO DURESS

The parties to this Agreement declare that it has been fully discussed between them and that no party has entered into it under duress.

21. SIGNATURES

Employers Name

Aussie Treats (NSW) Pty Ltd
Trading as:
Aussie Treats



Signed on behalf of the employees of Aussie Treats

D. Payne

M. Dembrell

M. Dembrell

M. Dembrell

M. Dembrell