

AUSTRALIAN BAKELS (PTY) LTD

A.C.N. 000 112 836

ENTERPRISE AGREEMENT

MEMORANDUM OF AGREEMENT

BETWEEN

AUSTRALIAN BAKELS (PTY) LTD

AND

THE AWU-FIME AMALGAMATED UNION,
NEW SOUTH WALES BRANCH

ENTERPRISE AGREEMENT No. _____

FILED WITH THE INDUSTRIAL REGISTRAR

ENTERPRISE AGREEMENT

CLAUSE

1. ENTERPRISE AGREEMENT
2. AREA, INCIDENCE AND DURATION
3. RATES OF PAY
4. WAGE RATE VARIATIONS
5. HOURS
6. SHIFT ALLOWANCE
7. OVERTIME
8. MEAL HOURS AND MEAL ALLOWANCE
9. PAYMENT OF WAGES
10. CONTRACT OF EMPLOYMENT
11. JURY SERVICE
12. GENERAL CONDITIONS
13. HOLIDAYS
14. SICK LEAVE
15. ANNUAL LEAVE
16. BEREAVEMENT LEAVE
17. LONG SERVICE LEAVE
18. FIRST AID ATTENDANT
19. BLOOD DONORS
20. PROCEDURE FOR SETTLING DISPUTES
21. DISCIPLINE PROCEDURE
22. ATTENDANCE AT WORK
23. MECHANICAL AND/OR TECHNOLOGICAL CHANGE
24. UNION MEETINGS
25. SUPERANNUATION
26. UNION DELEGATE
27. AVAILABILITY
28. FOREPERSONS/SUPERVISORS
29. NO DURESS

1. ENTERPRISE AGREEMENT

An Enterprise Agreement made this _____ and in pursuance of the provisions of the Industrial Relations Act 1991 as amended, between **AUSTRALIAN BAKELS (PTY) LTD. of SILVERWATER** (hereinafter called "**the Employer**") of the one part, and **THE AWU-FIME AMALGAMATED UNION, NEW SOUTH WALES BRANCH**, Industrial Union of Employees, duly registered under the Industrial Relations Act 1991 as amended (hereinafter called "**the Union**") of the other part, whereas it has been agreed by the parties hereto that the rates of pay and conditions of employment in this Agreement set out shall for the period hereinafter provided be the rates of pay and conditions of employment of Employees in the employ of the Employer Now This Agreement Witnesseth and it is mutually agreed by and between the parties hereto that the provisions hereinafter set out shall be observed and performed by the Employer and the Union and the members thereof.

2. AREA, INCIDENCE AND DURATION

- 2.1 This agreement shall apply to all operatives classified in paragraph 3.2 in the employ of Australian Bakels (Pty) Ltd. at their Silverwater factory.
- 2.2 The agreement will take effect on the date it is registered and remain in force for a period of 2 years from that date. Employees covered by the agreement at the date of registration will be paid in accordance with clause 3 from 22 May 1996 or the date of employment whichever is the later.
- 2.3 This Enterprise Agreement replaces Enterprise Agreement No.2 of 1994 and registered under Section 126 of the Industrial Relations Act, 1991 (NSW).



3. RATES OF PAY3.1.0 BASIC WAGE

3.1 The rates of pay are set in relation to the male basic wage of \$121.40 per week, which is subject to variation in accordance with Section 15 of the Industrial Relations Act, 1991.

3.2.0 Rates of pay - Classifications

Senior Operator	\$487.90
Senior Operator (acting for Foreman)	\$496.65
Operator Group 1	\$452.95
Operator Group 2	\$449.40
Process Worker/General Factory Hand	\$442.60
Probationary Employee	\$433.90
Senior Laboratory Technician	\$462.95
Laboratory Technician	\$448.10

Operator Group 1 includes the following:

Ribbon Blender Operator
 Nauta Mixer Operator
 Plastic Icing Operator
 Fruit Paste Operator
 Votator Operator
 Ovalett Plant Operator
 EM Department Assistant
 Storepersons/Forklift Drivers (Despatch)
 Storepersons/Forklift Drivers (Receivals)
 Yard Attendant/Boiler Operator
 Delivery Truck Driver
 Experienced Operator as appointed

Operator Group 2 includes the following:

Chockex Plant Operator
 Chilled Mill Operator
 Tumbler Mixer Operator
 Emulsifying Machine Operator
 Experienced Operator as appointed

1 Appointed to act for Foreperson while on Annual Leave or extended Sick Leave.

From the first pay period commencing on or after 22 November 1996, the base rate of pay will be according to the following table:

Senior Operator	\$497.65
Senior Operator (acting for Foreperson)	\$506.60
Operator Group 1	\$462.00
Operator Group 2	\$458.40
Process Worker/General Factory Hand	\$451.45
Probationary Employee	\$442.60
Senior Laboratory Technician	\$472.20
Laboratory Technician	\$457.05

3.3.0 Juniors

3.3.1 All employees under the age of 21 years shall be paid the following percentages of the appropriate adult wage (ref:3.2)

YEARS OF AGE	%
At 17 years of age	75
At 18 years of age	100

3.3.2 Following the trial period of employment (ref: Clause 1.1.2); Junior Employees of 17 years of age or under will receive 75% of the appropriate adult rate.

3.3.3 Notwithstanding Clause 3.3.1 and 3.3.2 any junior employee may receive 100% of the appropriate adult wage at any stage following regular assessment by the employer.

3.4.0 Dust Money Allowance

Employees involved with the manufacture and filling of products having a particularly dusty nature, and where adequate dust extraction equipment is not provided, will be paid a Dust Money Allowance of 38 cents per hour, for each hour worked in such conditions.

3.4.2 This Allowance will only apply to work in the following areas:

- (i) Charging Powder Mixers
- (ii) Filling Powder Products
- (iii) Chilled Mill Operation
- (iv) Powder Premix Preparation
- (v) Hand Sieving Operations

3.4.3 Further, this Allowance will only apply to specific products, of a particularly dusty nature, and listed in the attached Appendix. This list will be amended as appropriate.

3.4.4 The Powder Factory Foreperson will maintain a weekly listing of all Dust Money times and submit this to the Pay Office each week. The respective payments will be included in the weekly pays for the week following the one in which they occur.

3.4.5 Whenever dust extraction equipment is provided in any of the areas listed in sub-clause 3.4.2 above, the payment of Dust Money Allowance will be deleted for that area so far as this Agreement is concerned.

3.5.0 Heat Money Allowance

3.5.1 Employees required to work in places where the temperature of the general work area is raised artificially by processing equipment to above 40.5°C (105°F) shall be paid a Heat Money Allowance of 38 cents per hour, for each hour worked in such conditions.

3.5.2 This allowance will only apply to the following work areas:

- (i) EM Department
- (ii) Votator Charging Area (Top Floor Fat Factory)

3.5.3 A thermometer will be provided in each of the above work areas and will be used as the reference for Heat Money Payments.

- 3.5.4 The period applicable for Heat Money payments must be agreed, at the time, between the respective Forepersons and the Employees assigned to work in the nominated areas.
- 3.3.5 Each of the Forepersons will provide the Pay Office with a weekly listing of the periods applicable to Heat Money Allowances for each employee under his/her charge. These Allowances will be included in the weekly pays for the week following the one in which they occur.

4. WAGE RATE VARIATIONS

It is a term of this Agreement (arising from the decision of the Industrial Commission of New South Wales in Court Session in the State Wage Case of March 1992) that the Unions and parties to this Agreement undertake that for the period of the duration of the principles specified in such decision(s), they will not pursue any extra claims, except where consistent with such principles.

5. HOURS

5.1 Day Work

5.1.1 The ordinary working hours shall be an average of 38 per week to be worked between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday inclusive, subject to the provision of Clause 5.3 below.

The ordinary working hours are not to exceed 8 hours in any one day.

Subject to agreement between the employer, the Union and the majority of employees, ordinary hours exceeding 8 hours but not exceeding 12 hours on any day may be worked subject to:

- (a) Subject to observance of the provisions of the Occupational Health and Safety Act 1983.
- (b) Suitable roster arrangements being made, and
- (c) Proper supervision being provided.

5.1.2 All time worked within the span of hours, other than meal breaks, shall be paid as time worked.

5.2 Shift Work

5.2.1 The ordinary working hours of shift workers shall be an average of 38 per week, but shall not exceed eight during any consecutive 24 hour period, subject to the provision of Clause 5.3 below:

Subject to agreement between the employer, the Union and the majority of employees, ordinary hours exceeding 8 hours but not exceeding 12 hours on any day may be worked subject to:

- (a) Subject to observance of the provisions of the Occupational Health and Safety Act 1983.
- (b) Suitable roster arrangements being made.

- 5.2.2 Afternoon Shift means any shift which finishes after 6.00 p.m. and at or before midnight.
- 5.2.3 Night Shift means any shift which finishes after midnight and at or before 8.00 a.m.
- 5.2.4 Except without prior agreement, shift rosters will not be altered without 7 days' notice to the employees concerned.
- 5.2.5 Shift workers shall be allowed 20 minutes crib time which shall be counted as time worked.

5.3 Rostered Day - Leave Accrual

- 5.3.1 The 38 hour week shall be implemented so as to give each employee a day off, on either a rostered day or plant closedown basis, during each nominated four week period.
- 5.3.2 The employee's ordinary hours shall be arranged so that for three of the four weeks he/she shall work 40 ordinary hours and in the remaining week he/she shall work 32 hours. The employee shall work for eight ordinary hours each day, Monday to Friday inclusive, for three weeks and eight ordinary hours on four week days only in the remaining week. The employee shall work eight hours of ordinary time on 19 days during the course of each nominated four week period.
- 5.3.3 Employees shall be paid according to an "averaging system" whereby the weekly ordinary time rate of pay, as set out in Clause 3, shall be paid each week even though more or less than 38 ordinary hours are worked in any given week. The obligation to make payments in accordance with this paragraph is subject to the provisions set out below.
- 5.3.4 Under the "averaging system", each employee accrues a "credit" for each day he/she works in excess of 7 hours 36 minutes. For each day an employee works eight ordinary hours he/she accrues a "credit" of 24 minutes. The "credits" are carried forward so that in the week of the cycle that he/she works only four days, i.e. 32 ordinary hours, the "credits" will also be paid out. Thus, if an employee has received "credits" for 19 days in the nominated 4 week period, the employee will be paid his/her full 38 hour rate for the week in which he/she works four days only.
- 5.3.5 An employee will accrue a "credit" for each day that he/she is absent from duty on public holidays, paid sick leave, bereavement leave or jury service but not otherwise.

6. SHIFT ALLOWANCE

6.1 In addition to the normal rate of pay, shift workers will receive Shift Allowances calculated as follows:-

6.1.1 Afternoon Shift - 17½% of the wage rate applicable.

6.1.2 Night Shift - 30% of the wage rate applicable.

7. OVERTIME

7.1 Employees may be required to work reasonable overtime and in such cases will be paid overtime rates according to the following conditions.

7.2.1 At the rate of time and a half for the first two hours and then double time for all time worked before the normal starting time or after the normal finishing time on any day.

7.2.2 At the rate of time and a half for the first two hours and then double time for all time worked on a Saturday and allowing for a minimum of 4 hours worked on a Saturday.

7.3.1 An employee recalled from his/her home back to work after leaving his/her place of employment, whether notified before or after leaving, shall be paid for a minimum of 4 hours worked.

7.4.1 An employee who works so much overtime between the termination of his/her ordinary work on one day or shift and the commencement of his/her ordinary work on the next day or shift that he/she has not had at least ten (10) consecutive hours off duty between these times shall be released after completion of such service until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time accruing during such absence.

7.4.2 If, on the instruction of the Company, such employee resumes or continues work without having had ten (10) consecutive hours off duty, he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall be entitled to be absent until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time accruing during such absence.

Sundays and Public Holidays

7.5.1 Employees required to work on Sundays will be paid at the rate of double time for all times worked and allowing for a minimum of 4 hours worked on the Sunday.

7.6.1 Employees required to work on a specified Public Holiday will be paid at the rate of double time and one half for all time worked and allowing for a minimum of 4 hours worked on such holiday, except in the case of the following Public Holidays where work time will be paid at the rate of triple time:

- Christmas Day (falling on December 25th)
- Good Friday
- Anzac Day

8. MEAL HOURS AND MEAL ALLOWANCE

- 8.1 A lunch break will be taken each day, Monday to Friday inclusive, between the hours of 11.00 a.m. and 1.30 p.m. and of a minimum 30 minutes' duration. The regular lunch period will be between 12.00 noon and 12.30 p.m., but this may be changed provided 72 hours' notice is given.
- 8.2 If an employee is delayed from taking his/her lunch break at the regular time he/she shall be paid at normal rates until a meal break is taken.
 - 8.2.1 Such employee will be allowed a normal meal break without deduction of pay.
 - 8.2.2 In an emergency outside the Company's control or where production may be affected then the break may be brought forward or delayed without payment of penalty.
- 8.3 An employee, who has not been notified the previous day, or earlier, that he/she is required to work in excess of one and a half hours past his/her normal finishing time will be paid a meal allowance of \$5.10.
- 8.4 Employees will be allowed a 15 minute period as Morning Tea Break. This will be counted as time worked.

9. PAYMENT OF WAGES

- 9.1 The pay week will be from Wednesday to Tuesday inclusive and pay day will be the Thursday.
- 9.1.1 Subject to agreement between the Company, Union and the majority of employees, wages may be paid fortnightly. In such case the Thursday after the 2-week period (Wednesday to Tuesday) will be the pay day.
- 9.2 Pays will be distributed during normal working hours. Any employee required to wait for pay after his/her usual ceasing time will be paid the appropriate overtime rate for all time he/she is kept waiting. In the event the pay is delayed because of circumstances beyond the Company's control, employees will be advised accordingly and paid to that time.
- 9.2.1 Subject to the remainder of this clause, payment of wages may, at the employer's election, be made by means of payment by cash or Electronic Funds Transfer, provided that payment by Electronic Funds Transfer shall not be used whenever its use would create harsh or unreasonable circumstances for employees. The choice of institution for Electronic Funds Transfer is subject to agreement being reached between the employer and employees.
- 9.2.2 Whenever wages are paid by Electronic Funds Transfer the Company will make an annual payment of \$10 to each permanent employee to offset miscellaneous account and government charges made by the banking institution.
- 9.2.3 In the event the pay is delayed because of circumstances beyond the Company's control, employees will be advised accordingly.
- 9.3 On the pay day the Company will supply each employee with a statement showing the amount of wages to which he/she is entitled, the amount of deductions made therefrom and the net amount of wages due to the employee.
- 9.4 When a Public Holiday occurs on a Thursday, the pay day will be brought forward to the Wednesday. In order to complete the calculations, the Pay Office will assume that employees who are in attendance at work on the Monday will also be in attendance at work on the Tuesday and so will receive payment for the Tuesday in that week's pay. Employees who are absent on the Monday will be presumed as being absent on the Tuesday and so payment for Monday and Tuesday will not be paid in that week's pay. The Company reserves the right to make deductions in the subsequent week's pay for any over-payments made.

10. CONTRACT OF EMPLOYMENT

- 10.1.1 Subject to sub-paragraph 1.2 hereof, any employee not specifically engaged as a casual or part-time employee shall be deemed to be employed by the week.
- 10.1.2 All persons employed directly by the Employer will be engaged as Probationary employees on the basis of a three month trial period before employment is regarded as permanent. during such trial period employment can be terminated by the giving of one hour's notice by either the Employer or the employee and payment of wages made up to the time of termination. The rate of pay of a Probationary employee shall be based on the rate shown in Clause 3 (Rates of Pay) of this Agreement. Notwithstanding these terms of Probationary employment, the Employer shall retain the discretionary right to provide a particular Probationary employee with a rate of pay in excess of the rate set out in Clause 3 (Rates of Pay). However, where the Employer exercises such right, the terms of engagement shall remain Probationary in accordance with this sub-clause.
- 10.1.3 Employees shall be engaged as day workers, afternoon shift workers, night shift workers or on the basis of rotation between day work and shift work in accordance with the provisions of Clause 5 (hours) and Clause 6 (Shift Allowance) of this agreement.
- 10.1.4 Employees may be engaged as casuals on an hourly basis. In such cases, the casual employee will be paid the Probationary employee rate on an hourly basis as set out in Clause 3 (Rates of Pay) plus a 15% Casual Employee Loading. Employees may also be engaged on a part-time basis involving normal pro rata entitlements.
- 10.1.5 An employee may be engaged on a temporary basis. A temporary employee is one whose engagement is for a specific minimum period to cover peak production periods. Such employees shall be advised of the minimum term of their employment at the commencement of employment. Temporary employees shall be eligible for all provisions of this Agreement, save that their entitlements under Clauses 14 and 15 shall be on a pro-rata basis. Temporary employees shall not be entitled to any redundancy or severance payment other than in accordance with Clause 15.

However, if any temporary employee's employment is terminated for any reason apart from serious and wilful misconduct, prior to the completion of this agreed period of employment, the Company shall pay him as though he/she had worked that period.

10.1.6 Employment is subject to the conditions of the current Application for Employment form in use by the Company.

- 10.1.7 In the event that an employee cannot be usefully employed because of any stoppage of work for which the Company cannot reasonably be held responsible, the contract of employment shall be continued except that the employer's liability for payment of wages shall be suspended for the duration of the stoppage of work provided that two working day's notice shall be given to employees prior to such suspension; provided that if by reason of the failure or shortage of electric power the employer is unable to carry on his/her undertaking during the working hours of the day the general provisions as may be decided by the Industrial Relations Commission of New South Wales in any Electrical Rationing - Emergency Stand Down Award or any other award with similar meaning will apply; provided further that during any period in which an employee is suspended in accordance with this sub-clause he/she shall be relieved of his/her obligation to give one week's notice of termination as required by Clause 10.2.1.
- 10.1.8 A. The Company may direct the employees to carry out such duties as are within the limits of the employees' skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- B. The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- C. Any directions issued by the Company pursuant to A and B shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.

10.2 Termination of Employment

- 10.2.1 Employment, except in the case of casual employees, shall be terminated by a week's notice on either side given at any time during the week or by payment in lieu of such notice.
- 10.2.2 Notwithstanding the provisions of paragraph 10.2.1 hereof the employer shall have the right to dismiss any employee without notice for neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only. Disciplinary procedure as outlined in Clause 21 will be carried out prior to the dismissal.
- 10.2.3 Where the employee has given or been given notice as aforesaid he/she shall continue in his/her employment until the date of the expiration of such notice. Provided that an employee on request shall be granted leave of absence without pay for one day in order to look for alternative employment.

11. JURY SERVICE

11.1 An employee shall be allowed leave of absence whenever required to attend for jury service.

11.2 For the period required for jury service, the employee shall be paid the difference between the jury fees he/she receives and the normal pay he/she would have received had he/she worked his/her ordinary hours.

11.3 An employee shall be required to provide proof of jury service fees received and proof of the requirement to attend jury service. The employee shall also give as much notice as practical of his/her calling for jury service.

12. GENERAL CONDITIONS

- 12.1 A lunch room separated from dressing rooms and amenities rooms shall be provided.
- 12.2 Refrigeration and food heating appliances will be provided within the lunch room.
- 12.3 Each employee shall be provided with his/her own locker for safe keeping of clothes and personal belongings.
- 12.4 Hot and cold showers shall be provided in dressing rooms.
- 12.5 Where appropriate, employees shall be provided with gumboots, goggles, and other safety and protective wear and will be required to wear such and may be stood down without pay should these not be worn.
- 12.6 Employees shall where appropriate, be provided with safety footwear and may be stood down without pay should this not be worn.
- 12.7 Each employee shall be provided with two sets of laundered work outfits each week.
- 12.8 Employees shall wear the work outfits provided while on the job.
- 12.9 Smoking and eating in the general factory and warehouse area is not permitted.
- 12.10 Employees will be allowed 10 minutes, for the purpose of washing, prior to the finishing time at the end of the day. No other wash up periods are provided for.
- 12.11 Suitable mats, as agreed upon by the Company and the Union, shall be provided where employees are required to stand continuously on concrete floors at work areas.
- 12.12 Employees are required to clock on and off to signify their attendance. Any employee found clocking another person's card may be summarily dismissed.

13. HOLIDAYS

13.1 The following days will be observed as holidays together with any other days that may be proclaimed as Public Holidays throughout the year:-

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Eight Hour Day
Christmas Day
Boxing Day

13.2 Additionally one day each year will be observed as a Picnic Day and taken as a rostered day off to provide for a rostered day off in each 4 week period of the year. This Picnic Day will supplement the roster days resulting from time accrual (see section 5).

13.3 No deductions from the normal weekly rate of pay will be made for such holidays, provided, however, that an employee absent the day before or the day after a holiday without reasonable excuse or without the employer's consent shall not be entitled to payment for such holiday.

14. SICK LEAVE

14.1 An employee who, after not less than 3 months continuous service, is unable to attend for duty during his/her ordinary working hours by reason of personal incapacity, shall be entitled to be paid at ordinary time rate of pay for such non-attendance provided that any such sick leave taken during the first three months from the date of commencement of employment will not be paid until that period of service is complete.

14.1.1 Provided such employee, within 24 hours of commencing such absence, informs the Company of his/her inability to attend for duty and indicates the nature of injury or illness and estimates the duration of absence.

14.1.2 Provided also such employee shows to the Company satisfactory evidence to support his/her absence, i.e. medical certificate. A signed Statutory Declaration will be accepted for up to 3 days in any one calendar year.

14.2 An employee shall be entitled to be paid sick leave for:

- (a) eight (8) days absence during his/her first year of service, and
- (b) ten (10) days absence during each subsequent year of service.

14.3.1 Wherever an employee does not take full sick leave entitlement in sub-clause 14.2, the untaken balance shall accumulate as time from year to year. This balance may be taken as paid sick leave at a later date.

15. ANNUAL LEAVE

- 15.1 The terms and conditions set out in the Annual Holidays Act, 1944, as amended will be applied.
- 15.2.1 Employees will take their Annual Leave at a time convenient to the Employer but every effort will be made to meet the needs and wishes of the Employee.
- 15.2.2 Employees taking Annual Leave will be paid a loading equivalent to 17½% of their normal pay rate.
- 15.2.3 An Annual Leave Roster will be negotiated on a 12-monthly basis.

16. BEREAVEMENT LEAVE

- 16.1 An employee shall on the death of a Father, Mother, Brother, or Sister, be entitled on notice to his/her Employer of such death of such relation, to leave of up to two (2) days and such leave shall be without deduction of pay for a period not exceeding the number of ordinary hours worked by the employee in two ordinary days of work, provided that in the event of the death of the spouse or child or step-child of an employee this two days shall be extended to three (3) days.
- 16.2 Proof of such death shall be furnished by the employee to the satisfaction of his/her Employer.
- 16.3 For the purpose of this Clause the word "spouse" shall include a person who lives with the employee in a de facto relationship and shall exclude a person from whom the employee is separated.
- 16.4 Provided that leave granted by this Clause shall not operate if such leave coincides with any other period of leave.

17. LONG SERVICE LEAVE

Long Service Leave is payable in accordance with the Long Service Leave Act, 1955, as amended.

20. PROCEDURE FOR SETTLING DISPUTES

- 20.1.1 Should a dispute arise between any employee and the Company which cannot be resolved by the employee and his/her Supervisor, the matter should be referred to the Factory Supervisor and Union Representative for resolution.
- 20.1.2 In the event they are unable to resolve the matter, it must then be referred to the Production Manager who will attempt to settle the dispute.
- 20.1.3 Should the dispute still not be resolved, the Union Representative will refer the matter to the Union Organiser who will make a further attempt at settlement.
- 20.1.4 If, after the above has been followed, the dispute still remains unresolved it will be referred to the Industrial Commission for determination.
- 20.2 In the event that a stop work meeting is proposed, the employees agree to complete all work in progress and carry out whatever cleaning etc. is required to make the plant and surrounding areas properly clean, secure, safe and not liable to any damage or loss through being left unattended.
- 20.3 Should a settlement not be reached by Conciliation, the dispute will proceed to Arbitration in the normal manner and both parties agree to abide by the decision of the Industrial Tribunal. This procedure has been accepted by both the Company and Union delegates in recognition of the fact that a major purpose of the Agreement is to obtain industrial peace and continuity of working. It is the intent therefore of the Agreement that normal work continues whilst the above procedure is being followed. No party shall be prejudiced as to final settlement by the continuance of work in accordance with the procedure.
- 20.4 The procedure for settling individual grievances of employees shall be as per 20.1.1 through to 20.1.3 inclusive.

RM



21. DISCIPLINE PROCEDURE

- 21.1 Should a situation ever arise where an employee warrants disciplinary action being taken, the employee must be advised in writing of the circumstances and action. Where such a written statement is not given then no disciplinary action is considered to have been taken.
- 21.2 It is expected that Forepersons will normally advise and direct on correct working procedures, safety, productivity, housekeeping, etc. Such advice is in no way meant to be disciplinary. However, counteraction to such advice could lead to some disciplinary action being taken.
- 21.3.1 Where the circumstances are sufficiently serious to warrant disciplinary action, the Foreperson will refer to the Factory Supervisor who in turn will advise the employee concerned of the action being taken.
- 21.3.2 The Factory Supervisor will review the circumstances with the employee in the presence of his/her Forepersons and the Union Representative before issuing the disciplinary warning advising possible consequences, i.e. demotion, dismissal, etc.
- 21.3.3 Copies of all disciplinary warnings are to be forwarded to the Production Manager, Managing Director and Union Representative.

22. ATTENDANCE AT WORK

- 22.1.1 In order to maintain an efficient production unit to serve both employer and employee interests, it is essential that employees are both regular and punctual in their work attendance.
- 22.1.2 It is recognised and understood that absences will occur and many times these will be unavoidable.
- 22.2.1 While absolute standards cannot be set down for work attendance, up-to-date records will be maintained for each employee and performance monitored and reported on a quarterly basis.
- 22.2.2 Wherever an employee's absence appears excessive, this will be discussed with the employee and the Union Representative in the first instance.
- 22.2.3 Should such an employee's attendance remain at an unacceptable level then firmer action, possible disciplinary action, may be taken in accordance with Clause 21.
- 22.2.4 Subject to the provisions of Clause 11 (Jury Service), 13 (Holidays), 14 (Sick Leave), 15 (Annual Leave), 16 Bereavement Leave) and 17 (Long Service Leave) of this Award, any employee who is absent from work for a continuous period of three days shall be deemed to have abandoned his/her or her employment.

Termination of employment by abandonment in accordance with this sub-clause shall operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted, whichever is the latter.

23. MECHANICAL AND/OR TECHNOLOGICAL CHANGE

23.1 Where, on account of the introduction or proposed introduction by an employer of mechanical or technological changes in industry in which he/she is engaged, the employer terminated the employment of an employee who has been employed by him for the preceding 12 months, he/she shall give the employee 3 months notice of the termination of his/her employment, provided that if he/she fails to give such notice in full:-

23.1.1 He shall pay the employee at the ordinary rate of pay applicable under this Agreement for a period equal to the difference between 3 months and the period of the notice given, and,

23.1.2 The period of notice required by this Clause to be given shall be deemed to be service with the employer for the purpose of the Long Service Leave Act, 1955, the Annual Holidays Act, 1944, or any Act amending or replacing either of these Acts, and provided further, that the right of the employer summarily to dismiss an employee for neglect of duty or misconduct, shall not be prejudiced by the fact that the employee has been given notice pursuant to this Clause of termination of employment.

24. UNION MEETINGS

24.1 Paid Union meetings shall be permissible, but shall be subject to the following:

24.1.1 Such meetings shall be held at 9.00 a.m. on the last Thursday of each calendar quarter between the Unions and the Company;

24.1.2 Such meeting shall be limited to 30 minutes' duration; and

24.1.3 At the cessation of the meeting each employee shall return immediately to their work place. The Company shall be entitled to deduct wages for all time subsequent to the meeting in which an employee fails to return immediately to their work place and commence duties.

24.2 If matters emanate from a Union meeting which in any way might affect on-site industrial relations, the Unions shall immediately refer such matters to the Company. The Dispute Procedure in this agreement shall be followed if the matters cannot be resolved.

24.3 The Company shall provide facilities for the holding of the paid Union meetings as referred to in this clause.

25. SUPERANNUATION

Employees are entitled to join the Australian Bakels (Pty) Ltd Retirement Fund in accordance with the Fund rules. Full details can be obtained by enquiring through the Factory Supervisor or Production Manager.

26. UNION DELEGATE

The Union shall appoint a person as its delegate in the Company and this person will be recognised as the accredited representative of the Australian Workers' Union NSW Branch.

27. AVAILABILITY OF AGREEMENT

A master copy of this Agreement will be held by the Production Manager and available to any employee engaged within the terms of the Agreement. Copies will also be provided to the delegates and a copy accessible in the plant.

28. FOREPERSONS/SUPERVISORS

Forepersons/Supervisors shall perform work normally performed by "operators" referred to in this agreement. But the performance of such work by Forepersons/Supervisors shall be of a temporary nature and be performed wherever necessary to cover short term absences, training and the like.

29. NO DURESS

This agreement has been entered into freely by all parties.