

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/10

TITLE: Speedilbake Enterprise Agreement 1999

I.R.C. NO: 99/6163

DATE APPROVED/COMMENCEMENT: Approved 12 November 1999 and commenced 16 August 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

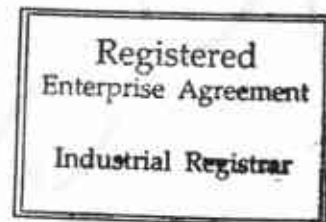
DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by the Company located at cnr Hughes and Hope Streets, Ermington

PARTIES: National Union of Workers, New South Wales Branch -&- Speedibake



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Speedibake Enterprise Agreement 1999

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1. Title

This Agreement shall be referred to as the Speedibake Enterprise Agreement 1999.

2. Parties bound by this Agreement

The parties to this Agreement are:

- (a) George Weston Foods Limited, trading as Speedibake, the pastry and bread manufacturing business located at cnr Hughes and Hope Streets, Ermington "the Company";
- (b) The National Union of Workers (NSW Branch) "The Union"; and
- (c) Speedibake employees, persons employed by the Company in any of the occupations, industries or callings of the Pastry Cooks, &c (State) Award (the Parent Award) "The Employees".

3. Relationship to Parent Award

This Agreement shall be read and interpreted wholly in conjunction with the Parent Award, Appendix 2 of the Pastry Cooks, &c (State) Award, but will prevail over the Parent Award to the extent of any inconsistency.

4. Date and Operation

This Agreement shall take effect from the first pay to commence on or after the 16 August 1999, and shall remain in force for a period of two years until 16 August 2001.

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5. Terms of Engagement

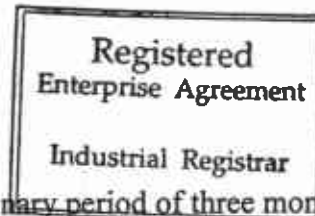
Employees covered by this Agreement may be engaged on either a full-time, part-time, fixed term or casual basis.

Definitions

- (i) Full time – means an employee employed by the week to work an average of 38 hours per week.
- (ii) Part time – means an employee employed by the week to work on a standard roster of hours less than 38 hours per week. (The Consultative Committee will be notified prior to implementation.)
- (iii) Fixed term – means a full time or part time employee employed for a specified project or period not exceeding 52 weeks which shall be notified in writing at the commencement of employment. (The Consultative Committee will be notified prior to implementation.)
- (iv) Casual – means an employee employed by the hour on a day-to-day basis and engaged and paid as such with the ordinary hours of work not to exceed 38 hours per week, with a minimum of four hours per day.
- (v) Apprentice – an indentured employee participating in appropriate apprenticeship.
- (vi) Tradesperson – means a person who has completed an indentured course, relevant to their work area.

5 (a) Probationary period

All new employees shall be employed under a probationary period of three months commencing from the date of the engagement. During this period, the employee's performance and attitude will be formally monitored with a view to determine whether continuing employment is appropriate.



The employee shall receive adequate training and counselling and be given reasonable opportunity to rectify any incidences of unacceptable performance or behaviour other than serious misconduct. Provided that nothing in this Clause shall be construed as prohibiting the right of the Union party to this Agreement to pursue reinstatement or other remedy in the case of any member being dismissed during the aforementioned probationary period.

5 (b) Casual labour

Casual labour will consist of a maximum of 15% of the full time workforce on standard production lines, averaged out over a 12 month period. The Company, however, maintains the right to full flexibility to enable seasonal and spontaneous manufacturing demands, new product and fluctuations in the business caused by labour turnover, sick leave, annual leave etc. Casuals will receive the appropriate casual loadings, of the appropriate hourly rate plus 15% and an additional 1/12 for annual leave payment.

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5 (c) Abandonment of employment

Where an employee is absent from work for a period of three (3) consecutive working days, without notification to the Company of illness or other reasonable explanation, the employee will be considered to have terminated their own employment for the point of absence from work. In such cases, the Company will only be liable to pay wages and other payments up to and including the last actual day of work.

In each instance, the Company shall take reasonable efforts in contacting the employee prior to termination.

6. No extra claims

The Union and employees bound by this Agreement will not pursue any extra claims for the life of this Agreement, including increases arising from Agreement variations or decisions of the Commission other than increases that are consistent with the terms of this Agreement.

The parties will, however, commence discussions as to the possible terms and conditions of a subsequent Agreement three months prior to the expiration of this Agreement.

7. Aims and objectives

The aims and objectives of this Agreement are to improve organisational effectiveness, profitability and productivity and to continually improve on our competitiveness, product quality, safety and employee development.

This can only be achieved with the participation, commitment and cooperation of a flexible workforce, responsive to customer requirements and consumer demands, and assisting in the development and overall growth and success of our business.



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8. Consultative Committee

- (a) A Consultative Committee shall be established to help meet the goals of this Enterprise Agreement.
- (b) The Consultative Committee shall consist of:
- two representatives appointed by the Company
 - three representatives elected by the Employees
- (c) The Consultative Committee shall meet at least once per month, or as decided by the Committee.
- (d) The Consultative Committee shall be responsible for:
- Monitoring and analysing the work process, recommends key performance indicators, implementing process improvements and where necessary recommending redesigning jobs within a framework for improvement in line with business requirements;
 - Contributing to a safe working environment consistent with the requirement of the Occupational Health and Safety 1983, by performing the functions required of an Occupational Health and Safety Committee;
 - Any other issues of employee or Company concern, including but not limited to:
 - Reduction in waste
 - Work practises
 - Shift work arrangements
 - Job design or redesign
 - Absenteeism
 - Flexibility of labour
 - Improved reporting systems and controls
 - Employee learning and development
- (e) The Company, before implementation, agreement or action shall consider all recommendations made by the Consultative Committee.



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9. Rates of Pay

In addition to the existing rates of pay employees covered by this Agreement shall, subject to the endorsement by the parties bound, receive the following increases:

- i) A wage increase of 4.5% payable from the first full pay period on or after 16 August 1999.
- ii) A wage increase of 4.5% payable from the first full pay period on or after 16 August 2000.

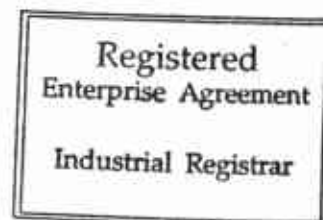
10. Allowances

- (i) **Monday to Friday** – all hours worked in excess of 38 hours per week shall be overtime and paid as time & one-half for the first 4 hours and double time thereafter calculated on a weekly basis. However, if an employee works in excess of two hours overtime in any single day, they shall be paid at time & one-half for the first two hours and double time thereafter.
- (ii) **Early start** - all ordinary hours worked between 6.00pm and 5.00am an employee shall be paid at the rate of 30% above the ordinary rate of pay.
- (iii) **Saturday work** – all ordinary hours worked on a Saturday shall be paid at the rate of 50% above the ordinary rate of pay for the first two hours and double time thereafter.
- (iv) **Sunday work** – all ordinary hours worked on a Sunday shall be paid at the rate of 100% above the ordinary rate of pay.
- (v) **Public holiday work** – all time worked on a public holiday shall be paid at the rate of 150% above the ordinary rate of pay.
- (vi) **Freezer** – an employee who, during the course of their employment is mainly required to work in freezers shall be paid a daily allowance of \$10.00.
- (vii) **Meal** – an employee required to work overtime of two hours or more after finishing time on any day, shall be paid \$8.00 for meal money, unless 24 hours notice has been given.
- (viii) **First Aid** – an employee appointed by the Company as a First Aid attendant and who holds the appropriate qualifications shall be paid an extra \$10.30 per week.
- (ix) **Driver's allowance** – an employee employed as a truck driver, working at the TDG off-site cold storage warehouse shall be paid an allowance of \$10.00 per week.
- (x) **Cool room allowance** – an employee required to work, as part of their normal duties, in the cool room for 25% or more of their time per week will receive an allowance of \$10.00 per week. The temperature for this allowance is between 0 – 5 degrees Celsius.

11. Classification Structure

All employees shall be employed in one of the following classifications:

Team Leader Process Worker / Packer / Cleaner
Process Worker / Packer / Cleaner
Team Leader Freezer person
Freezer person
Team Leader Stacker person (with forklift license)
Stacker person (with forklift license)
Apprentice
Team Leader Driver
Driver (delivery and picking up cash)



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12. Uniforms

Uniforms, where required by the Company shall be supplied by the Company.

13. Hours of work and shift times

13.1 The ordinary hours of work for full-time employees will be an average of 38 hours per week.

13.2 Roster of Hours

The ordinary hours will be notified to each full-time and part-time employee and shall specify the hours of work. An employee's roster shall not change without consent, unless 7 day's notice is given.

13.3 Shifts per day

Employees shall be rostered to work not more than one ordinary time shift in any 24 hour period and there shall be a break of not less than 10 hours between the end of the shift and the start of the next shift.

13.3 12 hour shifts

Leave is reserved to the parties to apply as they may be advised in relation to the introduction of 12 hour shifts.

14. Meal Breaks

Two 20 minute paid meal breaks will be provided for each eight hour shift, to be completed within six hours of the commencement of work.

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15. Leave Entitlements

15 (a) Sick Leave

Any employee absent from work on account of personal illness or incapacity shall be entitled to paid sick leave (5 days for the first year of service, 8 days for the second year of service, 10 days per annum for the third and each consecutive year of service) subject to the following conditions and limitations:

- (i) An employee shall inform the Company of his or her inability to attend for duty, indicating the estimated duration of absence, at the earliest possible opportunity.
- (ii) A medical certificate will be required for absences of two or more consecutive working days.
- (iii) An employee may, in lieu of sick leave, elect to be paid an amount equal to the sick leave that is in excess of two years accumulation (20 days). Where that excess is paid in lieu, the sick leave balance will be reduced accordingly. Such leave will be paid at the ordinary rate of pay.

15 (b) Annual Leave

Annual leave shall be in accordance with the Annual Holidays Act 1940.

For each absence of annual leave the employee's accrued annual leave entitlement shall be reduced by the number of ordinary time hours which the employee would normally have worked during that period of absence.

15 (c) Long Service Leave

Long Service Leave is in accordance with the Long Service Leave Act, 1955 (NSW).

15 (d) Bereavement leave

An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death of an employee's spouse, mother, father, brother, sister, child, step child, grandparents and parents in law, a same sex partner who lives with the employee on a bona fide domestic basis, a relative of the employee, whether related by blood, marriage or affinity, who is a member of the same household as the employee. For the purpose of this clause, spouse shall include defacto spouse and the word father and mother shall include step father or mother and foster father or mother.

15 (e) Parental leave

Parental leave is in accordance with the parental leave provisions of the Industrial Relations Act 1996 (NSW).



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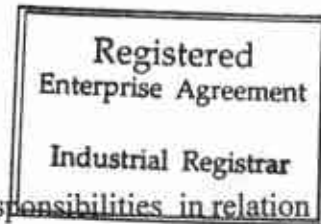
15 (f) Workers' Compensation

See Workers' Compensation Act 1987.

15 (g) Carer's leave

(1) Use of Sick Leave

- (a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in subclause 15 (a), Sick Leave, of clause 15, Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
- (i) the employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - (a) a spouse of the employee; or
 - (b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:
 1. "relative" means a person related by blood, marriage or affinity;
 2. "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 3. "household" means a family group living in the same domestic dwelling.
- (e) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Company by telephone of such
- (f) absence at the first opportunity on the day of absence.



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(2) Unpaid Leave for Family Purpose

- (a) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.

(3) Annual Leave

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

15 (h) Public Holidays

15 (h)1 The days on which New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day and Boxing Day or any other gazetted public holiday are observed and special days appointed by proclamation for the district as public holidays shall be holidays under this Agreement. Union picnic day (which shall be held on the third Wednesday in February each year or such other day as may be agreed between the employee and the Company) shall also be observed as a holiday. No deduction shall be made from the pay of a weekly employee in any week in which any of the above named holidays fall if the employee is not required to work on any of such holidays.

15 (h)2 An employee required to work on any of the holidays named in subclause (i) of this clause shall, for all time worked on any such holidays, be paid in accordance with Clause 10, Allowances.

15 (h)3 An employee absent without leave on the working day immediately preceding an award holiday or holidays, or on the working day immediately succeeding such holiday or holidays, shall forfeit wages for the days of absence including the holiday or holidays, except where such absence is due to illness of the employee or to another reasonable cause, proof whereof shall be upon the employee.



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16. Occupational Superannuation

In accordance with the trust deed, employees shall be entitled to join the George Weston Foods retirement fund. Employees may join an appropriate industry fund. Contribution shall comply with legislative and trust deed requirements.

17. Jury Service

An employee other than a casual employee shall be allowed leave of absence during any period when required to attend jury service.

During any leave of absence for jury service an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay. An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service, and shall give the Company notice of such requirement as soon as practicable after receiving notice to attend jury service.

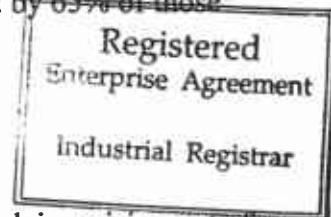
18. Union picnic day

After consultation and agreement with the Company, employees may elect to change the Union Picnic date, provided the resolution has been passed by 65% of those employees effected.

19. Disputes procedure

Subject to the Industrial Relations Act 1996, any grievance or claim arising out of or relating to the Agreement shall be dealt with in the following manner:

- (i) Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with the immediate supervisor, and Union delegate, as required.
- (ii) If the matter remains unresolved it shall be referred to the Manufacturing Manager of the Company and the Secretary or representative of the Union.
- (iii) If the matter remains unresolved it shall be submitted to the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal with the Industrial Relations Act 1996, be final.
- (iv) During the discussions the status quo shall remain, and work shall proceed normally. Status quo shall mean – the situation existing immediately prior to the dispute or matter giving to the dispute.
- (v) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (vi) The parties shall, at all times, confer in good faith and without undue delay.





20. Flexibility of employment

a) Flexible work practices

The parties acknowledge the importance of flexible work practices in promoting the efficient operation of a manufacturing environment.

b) Temporary transfer of duties

Where the employee's 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.

c) 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 Company shall consult with the employees affected before making the necessary changes by mutual agreement. In the event of agreement not being reached, the Disputes Procedure shall be followed.

21. Anti-discrimination

1. It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
2. It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
3. Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
4. Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
 - (b) offering or providing junior rates of pay to persons under 21 years of age;
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the Anti-Discrimination Act 1977;

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- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56 (d) of the Anti-Discrimination Act 1977 provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

22. Rights of Union Membership

The Company recognises the right of all employees to become a Member of a Union and to inform the Union of any alleged breach of this Agreement and/or of any industrial legislation, and to receive the assistance of the Union in claiming any benefit to which the employee is entitled under this Agreement and/or any industrial legislation. Moreover, the Company's standard "application for employment form" shall contain a section expressly authorising the Company to forward to the Union such details as are required for an application for membership of the Union, and also expressly authorising the Company to deduct such amount by way of Union subscriptions as may apply from time to time under the rules of the Union, and to remit such subscriptions to the Union.

The Company shall recognise any duly accredited Delegate/s of the Union where it is advised by the Union that the person concerned has been elected /appointed as the Delegate in accordance with the rules of the Union, and shall afford such Delegate/s reasonable assistance in carrying out their Union duties and functions.

The Delegate will be supplied with a roster list.

23. Renegotiation

No later than six months prior to the expiry of this Agreement, the Company, employees and union shall commence a process to review this Agreement. This process shall include:

- (a) an exchange of issues, items and matters for review;
- (b) the establishment of a timetable for conclusion of the review process and reaching a new Agreement prior to expiry date of this Agreement.

24. Leave reserved

Leave is reserved for the Union to apply, as it may be advised, in respect to redundancy arrangements for employees covered by the terms of this Agreement. Leave is reserved for the Union to apply, as it may be advised, in respect to hours of work for employees covered by the terms of this Agreement.

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Part B

Monetary Rates - Table 1 - Rates of Pay

Pay increase of 4.5% per annum.

Position	Amount per hour effective 16 August 1999
	\$
Process Worker/Packer/Cleaner	12.48
Team Leader Process Worker/Packer/Cleaner	13.83
Freezer person	13.23
Team Leader Freezer person	14.53
Stacker person (with forklift license)	13.23
Team Leader Stacker person (with forklift license)	14.53
Driver (delivery and picking up cash)	13.93
Team Leader Driver	15.18

Apprentices

Apprentices shall receive the following percentages of the wage rate, depending on the stage of their apprenticeship.

1st Year	51 per cent
2nd Year	58 per cent
3rd Year	67 per cent
4th Year	82 per cent

Position	Amount per hour effective 16 August 2000
	\$
Process Worker/Packer/Cleaner	13.04
Team Leader Process Worker/Packer/Cleaner	14.45
Freezer person	13.83
Team Leader Freezer person	15.18
Stacker person (with forklift license)	13.83
Team Leader Stacker person (with forklift license)	15.18
Driver (delivery and picking up cash)	14.56
Team Leader Driver	15.86



Apprentices

Apprentices shall receive the following percentages of the wage rate, depending on the stage of their apprenticeship.

1st Year	51 per cent
2nd Year	58 per cent
3rd Year	67 per cent
4th Year	82 per cent

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Table 2 – Other rates and allowances

Item	Subject Matter	Amount (effective 16/8/1999)	Amount (effective 16/8/2000)
No.		\$	\$
1	First-aid allowance	10.30 per week	10.76 per week
2	Freezer allowance	10.00 per day	10.00 per day
3	Meal allowance for working two or more hours overtime	8.00 per meal	8.36 per meal
4.	Cold Storage allowance –	10.00 per week	10.00 per week
	(i) for work performed by drivers at the TDG off-site cold storage warehouse;		
	(ii) for employees who, as part of the normal duties, are required to work in the cold storage room for 25% or more of the time per week - the temperature to receive this allowance is between 0 – 5 degrees Celsius.		
	(Allowance not for all purposes of this Agreement)		

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A. Signatories

This Enterprise Agreement is made at Ermington, NSW on this

Sixth day of December 1999

Signed for and on behalf of
GEORGE WESTON FOODS LIMITED
Trading as Speedibake
(A Branch of George Weston Foods Limited)

J. C. Black - R. Harris.

Signed for and on behalf of the
NATIONAL UNION OF WORKERS
(NSW Branch)

[Signature]

In the presence of

[Signature]

In the presence of

A. Hughes.

