

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/180

TITLE: Sara Lee Coffee and Tea (Australia) Enterprise Agreement 2003-2005.

I.R.C. NO: IRC3/4230

DATE APPROVED/COMMENCEMENT: Approved 8 August 2003 and commenced 1 July 2003

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA01/287

GAZETTAL REFERENCE: 10 October 2003

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Sara Lee Coffee and Tea (Australia) Pty Ltd whose work is or is in connection with the Manufacture and Warehousing classifications located at 18 Forresters St, Kingsgrove, NSW.

PARTIES: Sara Lee Coffee & Tea (Australia) Pty Ltd -&- the National Union of Workers, New South Wales Branch

**SARA LEE COFFEE AND TEA (AUSTRALIA)
ENTERPRISE AGREEMENT - 2003 - 2005
NSW State Agreement**

1. Title

This Enterprise Agreement shall be known as the Sara Lee Coffee and Tea (Australia) Enterprise Agreement, 2003-2005 ("the Agreement").

This Agreement is made between Sara Lee Coffee and Tea (Australia) Pty Ltd and the National Union of Workers, NSW State Branch.

2. Arrangement

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3. Definitions

For the purpose of this Agreement -

- (i) An employee shall mean an employee of Sara Lee Coffee and Tea (Australia) Pty.Ltd. ACN 051 766 280 ("the Employer").
- (ii) The Union shall mean the National Union of Workers. ("The Union")

4. Commencement Date and Period of Operation

This Agreement will take effect from the beginning of the first pay period to commence on or after 1 July 2003 and shall remain in force for a period of 24 months, expiring on 30 June 2005.

5. Coverage of Agreement

- 5.1 This Agreement shall apply to all employees of the Employer who are eligible to be members of the National Union of Workers (NUW) whose work is or is in connection with the manufacture & warehousing of the Employer's product at 18 Forresters Street Kingsgrove, New South Wales.
- 5.2 This Agreement shall be read in conjunction with the Grocery Products Manufacturing (State) Award ("the Award").
- 5.3 Where there is any inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 5.4 This agreement replaces all previous agreements and arrangements and where silent, the Award applies.

6. Parties Bound

This Agreement shall be binding on:

Sara Lee Coffee and Tea (Australia) Pty. Ltd. ACN 051 766 280, the Company.

The National Union of Workers (NUW) NSW State Branch (the Union), its officers and members

All employees, whether members of the Union or not whose employment is at any time when this Agreement is in operation are subject to this Agreement.

7. Australian Workplace Agreements

The Company will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement (AWA) or any other form of individual contract.

While this Agreement applies, if the Company agrees to pay or provide any payment, benefit or condition which is additional or in excess of the wages and conditions contained within this Agreement:

And which is not pursuant or consistent with this Agreement;

To any employee whose employment is covered by this Agreement; and

Through an AWA or any other form of individual contract.

The Company will pay or provide that additional excess payment or condition without any offset or limitation to all employees whose employment is covered by this Agreement.

This clause does not apply to those employees who, at the time of this agreement, receive a higher base salary than provided for by the Agreement, as a result of historic anomaly.

8. No Extra Claims

8.1 No Extra Claims

There shall be no further claims made by either party or employees during the term of this Agreement, except where consistent with a Full Bench Test Cases decision of the NSW Industrial Relations Commission ("the commission").

9. Dispute Resolution Procedure

Any dispute or claim shall be dealt with in the following manner:

The employee who has the grievance and his/her immediate supervisor should confer;

If not settled, the aggrieved employee and if the employee so wishes the Union delegate shall confer with the immediate supervisor where all efforts shall be made to resolve the matter at this level;

If agreement has not been reached and the employee so wishes, the Union delegate shall raise the matter with the appropriate manager;

If the matter is not resolved the aggrieved employee, the Union delegate and the authorised Union representative shall confer with the senior manager or an authorised representative of management who can constructively contribute to resolve the dispute;

If the matter has not been resolved, it may be submitted to the NSW Industrial Relations Commission, subject to any appeal, is final.

During the discussion the status quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute, other than where there is a bona fide safety.

10. Transmission of Business

10.1 This Agreement shall apply where a business is before, on or after the date of this Agreement, transmitted from the employer (in this subclause called "the transmitter") to another employer (in this subclause called "the transmittee") and an employee who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee:

10.2 The continuity of the employment of the employee shall be deemed not to have been broken by reasons of such transmission; and

10.3 The period of employment, which the employee has had with the transmitter or any prior transmitter, shall be deemed to be service of the employee with the transmittee.

10.4 In this subclause "business" includes trade, process, business or occupation and includes part of any such business and "transmission" includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

11. Wage Increases

11.1 The wages of the employees bound by this Agreement shall be increased by:

\$28.00 per week on 1 July, 2003; and

\$30.00 per week on 1 July, 2004

12. Wages Payment

All employees will be paid fortnightly by EFT to a nominated bank account. The pay period is from a Monday to Sunday.

13. Casual Labour

Casuals will be utilised where necessary to make up for shortages of labour during specific periods or for peak workloads. A set pool of contract labour may be sourced to meet these shortages.

Where a casual is utilised on a continuous basis, continuous meaning 8 hours per day 5 days per week, for a period exceeding 4 months, the company will, in consultation with the Union, assess the permanency of the position.

A casual employee, including agency staff shall be employed under the terms and conditions of this Agreement including wage rates plus 15 % casual loading. A casual employee shall not be entitled to annual leave, sick leave or public holidays.

An additional 1/12th as per the *Annual Holiday Act 1944* (NSW) will be paid.

The employment of a casual worker may be terminated by the Company or the casual worker giving one hour's notice.

The selection of an agency will be made in conjunction with the Company and Union.

14. Change in Shift Hours and Shift Arrangements

14.1 Shift Hours

In the event the Company needs to change the start and finish times of a position the company will:

First: call for volunteers to change

If no volunteers come forward the Company will then select an appropriate employee, based on skills required. The award notice period of 48 hours will be given and personal consideration will be taken into account.

14.2 Shift Arrangements

In the event the Company needs to change a shift arrangement the company will:

First: call for volunteers to change

If no volunteers come forward the Company will then select an appropriate employee, based on skills required. The award notice period of 7 days or 48 hours with agreement will be given and personal consideration will be taken into account.

15. Recruitment

The following procedure will be followed when a vacancy occurs:

- 15.1 All vacancies covered by this Agreement will be advertised on the Company notice boards. Each advertisement will include the level of the position, if required the hours, skills required and the duties.
- 15.2 All employees will be able to apply for such vacancies and where appropriate obtain a relevant job interview.
- 15.3 External applicants will be required to complete a pre-employment health assessment.
- 15.4 External applicants will be required to provide relevant references.
- 15.5 All unsuccessful applicants have the right to discuss their application with the Department Manager and/or their Union Delegate.
- 15.6 Vacant positions not covered by this Agreement will be managed in line with the Employer's recruitment policy.

16. Sexual Harassment

- 16.1 The parties to this Agreement consider sexual harassment an unacceptable form of behaviour that will not be tolerated under any circumstances. The Company believes that all people have the right to work in an environment that is free of sexual harassment.
- 16.2 Under the *Anti-Discrimination Act 1977* and the *Sex Discrimination Act 1984*, sexual harassment is illegal.
- 16.3 Managers and other supervisors of staff are required to ensure that all employees are treated fairly and equitably and are not subject to harassment. They will also ensure that complainants and witnesses are not victimised in any way.
- 16.4 Any reports of sexual harassment will be treated seriously and sympathetically by the Company and will be investigated thoroughly and confidentially. Disciplinary action will be taken against anyone judged to have sexually harassed another person or co-worker.
- 16.5 The Company has in place a sexual harassment policy, will appoint sexual harassment officers and shall notify employees of such appointments. All employees will undergo training for general awareness of sexual harassment during the life of the Agreement.

Policy Document Number HR - 005 sets out the Employer's sexual harassment policy. This policy co-exists with this agreement.

17. Superannuation

- 17.1 The quantum and terms on which superannuation contributions are made by the Company are determined by the *Superannuation Guarantee (Administration) Act 1992*, *Superannuation Guarantee Charge Act 1992*, and the *Superannuation (Resolution of Complaints) Act 1993*.
- 17.2 In this clause all reference to "fund" shall mean either the Labour Union Cooperative Retirement Fund (LUCRF) or the Superannuation Trust of Australia (STA) or the Sara Lee Super Fund.
- 17.3 The Company shall provide each employee upon commencement of employment, membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- 17.4 An employee may make contributions to the fund as specified in subclause 20.2 in addition to those made by the Company under subclause 20.1.

- 17.5 An employee who wishes to make additional contributions must authorise the Company in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.
- 17.6 This clause will be reviewed by the parties if there is legislative change.

18. Redundancy

- 18.1 The parties recognise that the ongoing employment of all employees is an important goal. The success of that goal is linked to the strength of the business that in turn is influenced by internal and external factors. Through the efforts of employees and management in implementing programs for productivity improvements the ongoing employment of all persons will be enhanced. In the event that employment losses are required, a fair and reasonable severance payment will be paid to those employees whose employment with the Company is terminated. The quantum of benefits is prescribed in sub-clauses 16.3 and 16.4.
- 18.2 In the event that an employee's employment is no longer required by the Company the following procedure will apply:
- 18.2.1 Consideration will be given to offering alternative employment within the Employer.
- 18.2.2 The Company in consultation with the Union will review the decision to accept or not accept a particular application for Voluntary redundancy. Such decision will be based on required skills and experience related to continuation of the business.
- 18.2.3 In the event that redundancy is unable to be avoided it is agreed that, in addition to other termination entitlements, including annual leave and superannuation as per the relevant fund, the employee shall receive:
- 18.3 Voluntary Redundancy
- Four weeks pay for each year of completed service, with pro-rata payment for each completed month.
- Payout of sick leave accrued after 1 July, 1997.
- Four weeks pay in lieu of notice, OR.
- Eight weeks pay in lieu of notice if the employee is over the age of 45 years.
- 18.4 Forced Redundancy
- Four weeks pay for each year of completed service, with pro-rata payment for each completed month.
- Payout of sick leave accrued after 1 July, 1997.
- Four weeks pay in lieu of notice, OR.
- Eight weeks pay in lieu of notice if the employee is over the age of 45 years..EBA 8

19. Shift Allowance

- 19.1 Shift workers engaged in working on afternoon shift shall received payment at ordinary time plus 15 per cent.
- 19.2 Shift workers engaged in working on night shift shall receive payment at ordinary time plus 30 per cent.
- 19.3 Shift workers engaged in working on early morning shift (commencing their shift before 6am) shall received payment at ordinary time plus 12 and one half per cent.

The early morning shift only applies to the roasting area. Should an early morning shift be required in other areas of the business, the Company will in consultation with the union, reach agreement on how best to implement the change.

20. Meal and Rest Breaks

- 20.1 A meal break shall be allowed for a minimum of half an hour or such other period as may be agreed upon between the Company and the majority of employees concerned. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the business. If a meal break is not given within six hours an employee shall be paid at time and one-half rates until a meal break is allowed.
- 20.2 An employee required to work overtime for more than two hours after the usual ceasing time shall be paid a meal allowance of \$7.50, plus shall be entitled to a 10-minute break. An employee required to work six hours or more after the usual ceasing time shall be paid a further meal allowance. The allowance payment will be no less then the Award.
- 20.3 Un-scheduled breaks within a shift will not stop the continuous running of machinery, without an agreement of the Employer. The Company shall develop a roster that allows for the safe, continuous operation of plant during breaks.

21. Overtime

- 21.1 Overtime will be worked and paid as time and a half for the first two hours and double time thereafter, in accordance with Clause 26 of the Award.
- 21.2 Overtime shall be calculated in intervals of 15 minutes.
- 21.3 An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of their ordinary hours for the shift. This provision is intended to apply in circumstances where employees are absent without authority from management during the shift.
- 21.4 Reasonable Overtime -
 - 21.4.1 The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
 - 21.4.2 The Union shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub clause.
 - 21.4.3 Time off in lieu of payment of overtime, call back, and public holiday work may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the Company and the employee concerned.

22. Rostered Day Off

22.1 Whole Day Roster System

All employees covered by this agreement will be covered by a 19 day month known as the "rostered day off system".

Such a system will provide for employees to have one, full day off per four weeks.

An employee shall receive 13 RDO's per year. The Company will develop, for each working area, a roster, which will be implemented for that area. The roster will be developed by the department Manager, and will, as far as practicable, provide for a fair allocation of RDO's and consistency in the allocation of preferred days, such as Friday, Mondays etc. Changes to the roster can be made by mutual agreement.

22.2 RDO Banking

By agreement with their line Manager, an employee may accrue up to five (5) days, or by mutual agreement a maximum of ten (10) RDOs per year. By mutual agreement accrued days can be taken as one or as a maximum block of 5. Notice of either 2 weeks or by mutual agreement shall be given to the Company by the employee.

Accumulated RDO hours will be paid to an employee on termination of their employment at the appropriate rate.

Accumulated RDO's must be taken within 12 months of being banked.

The Company may elect to call for a fixed RDO.

22.3 RDO Pay out

An employee may opt to be paid out banked RDO's under the following conditions:

1. Pay out is at the normal rate of pay.

23. Classification Levels

The Company requires employees paid at a classification level, to work to that classification level where required by the Company.

The Company will offer employees not currently working to their classification level training and reasonable support in order to allow them to work at the classification level at which they are paid. Employees agree to accept the responsibility to co-operate fully where such training is offered.

The Company may take alternative action with employees who do not cooperate with this training and work to their paid classification level.

24. Sick Leave/Family Leave

24.1 An employee who is absent from work by reason of personal illness or injury, (not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment) or as a result of an illness suffered by members of the employee's family for whom the employee has the responsibility for the care of, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

- 24.1.1 The Employee shall not be entitled to paid leave of absence unless they have been in the service of the Company for at least one month immediately prior to such absence.
- 24.1.2 The employee shall notify his/her supervisor or manager when he/she is unable to work. The employee or their representative should phone after 8.00am and speak directly to the Employees supervisor or manager. If the employee is unable to speak directly to the employees supervisor or manager the employee should pass on a message either using the supervisor manager's voice mail system or with the switchboard operator. The Employee or his/her representative should indicate when a return to work is likely.
- 24.1.3 The Employee shall furnish to the Company such reasonable evidence as the Employee may desire that he/she was unable, by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
- 24.1.4 The Employee shall not be entitled during the first year of service to sick / family leave in excess of thirty-eight hours of ordinary working time and not more than seventy-six hours in respect of subsequent years of service.
- 24.1.5 During the first six months of employment the Company shall not be liable to pay the employee for more than three and one-third hours absence owing to ill-health or accident in respect of each completed month of employment with the Company.
- 24.2 "Family" shall include defacto, same sex couples and other members of the household.
- 24.3 For the purposes of this clause continuous service shall be deemed not to have been broken by:
- (a) any absence from work granted by the Employer; or
 - (b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee.
- 24.4 Medical Certificates and Sick Leave
- 24.4.1 An employee absent from work before or after a public holiday, a RDO, or an annual leave day is required to produce a medical certificate for payment.
- 24.4.2 Employees in breach of this policy, who abuse the policy by not following procedures including not notifying their manager, or employees who show a pattern of absence or show a recurring pattern of absence will be subject to the company disciplinary procedure and are required to provide a medical certificate for any further absence.
- 24.4.3 An employee claiming to be paid sick leave because they were sick or they were looking after a sick family member should complete an application for leave form (attaching a doctor's certificate as per point 24.4.1 & 24.4.2 of this EBA). The form must be approved (signed) by the employee's manager or supervisor. This form must be forward to the Payroll Department for payment to be made.

25. Annual Leave Planning

Employees planning to take leave are required to discuss the timing of their leave in advance and prior to making any firm commitments or travel plans. In cases of emergency or critical situation such as serious illness or serious incident involving self, family or property, consideration will be made.

26. Bereavement Leave

- 26.1 An employee shall on the death of the husband, wife, father, mother, child, brother, sister, stepchild, parent-in-law or grandparents of the employee be entitled to leave up to and including the funeral of such relation, such leave for a period not exceeding 3 days in respect of any such death shall be without loss of any ordinary pay.
- 26.2 The right to such paid leave shall be dependent on compliance with the following conditions:
- 26.3 The employee shall give the Company notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.
- Satisfactory evidence of such a death shall be furnished by the employee to the Company if required.
- 26.4 For the purpose of this clause words "husband" or "wife" shall include a person who was living with the employee as defacto husband or wife immediately prior to the death of the person.

27. Union Picnic Day

- 27.1
- (a) Union Picnic Day shall, for the purposes of this award, be regarded as a holiday for employees who are financial members of the union. The Union Picnic Day shall be on such day as is agreed between the company and the Union member/s.
- (b) The union shall advise the company of financial members as at the time of the Union Picnic Day. Such advice must be give at least two weeks prior to the Union Picnic Day.
- 27.2 Where an employee, who is not a financial member of the union, is required to work on Union Picnic Day, the employee shall be entitled to be paid ordinary pay for the normal working day.
- 27.3 Employees who are not financial members of the Union and who are not required by the company to work on Union Picnic Day, may apply to the company to take annual leave, time off in lieu of overtime, leave without pay, such other leave as may be approved by the company or may be required by the company to make up time.

28. Union Delegate Leave

In agreement between Union and Company and based on business requirements Union Delegates will be released on pay (normal rate of pay including allowances) to attend official Union Delegate Meetings / Training.

29. Part Time Employment

The Company would like to ensure all employees know about the opportunity to work part time. The company will consider any current employees wishing to transfer to Part Time. Any part time arrangement will be as per the award. Any employee who wishes to change to part time work will be offered a probationary period (3 months).

30. First Aid Allowance

- 30.1 An employee, appointed by the Employer, and suitably qualified to perform the functions of first aid shall be paid \$10.00 per week, in addition to all other payments.

30.2 The allowance payment will be no less than the award.

31. Disciplinary Procedure

31.1 Purpose: It is agreed that the success of the business depends on each member's contribution to the overall work effort. This disciplinary procedure is directed towards correcting and/or improving an employee's conduct on occasions when that conduct is unacceptable and to ensure correct procedures are followed to ensure compliance with relevant legislation.

31.2 Scope: This policy applies to all employees of Douwe Egberts Australia and must be read in conjunction with any relevant award, the Douwe Egberts Enterprise Agreement and relevant state and federal legislation.

31.3 Procedure: Employees will be counselled to improve aspects of work performance or address unacceptable conduct that does not meet job performance standard or company policies and requirements. Appropriate action to rectify the problem will be specified and agreed upon, and performance will be re-evaluated within a specified period.

Union delegates will be notified prior to any counselling session, and after discussion with the employee concerned, will attend if the employee requests them to be present.

In instances where an employee's performance does not improve after counselling, disciplinary action will take place.

31.3 Levels of Discipline

1. First Level of formal warning - this is the first written formal step in the procedure and will be a counselling session, which will be acknowledged by a First warning. An employee is notified that further breaches of a particular policy, procedure or practice will lead to a second written warning.
2. Second Level of formal warning - A second written formal warning will be issued. The employee is notified that further breaches may lead to more serious disciplinary action or even dismissal.
3. Third level of warning - A third and final written warning. Any further breaches may lead to termination.

The level of warning issued will depend on the magnitude of the offence. The employee's Union delegate will be involved at every level of the disciplinary procedure.

Throughout the application of the disciplinary procedure, employees will be provided with the opportunity to present their own view of the situation and reasons for their conduct.

31.4 Responsibility

The disciplinary procedure, at each level, will be administered by the relevant manager, a representative from the Human Resource Department and attended by the delegate. A representative of the Human Resource Department or a senior manager must be in attendance for the final warning. The senior site delegate must be informed of the final warning.

31.5 Documentation

A written copy of all levels of discipline will be made available and placed on the employee's personal file, with a copy also to be made available to the employee at the time of the procedure. At the employee's request, the union delegate may also have access to all aspects of the disciplinary procedure. Copies of final warnings will be forwarded to the union, should an employee be a member.

Records are important not only for evidence before a tribunal, but as an indication of what has happened in order that all parties have no doubt as to what the offence was and what corrective action is needed.

31.6 Duration of a warning

The period of time prior to the cancellation of the warning is dependent on the seriousness of the breach and this will be indicated on the warning, as a review period, to ensure clarity and fairness. The employee's standard of performance during this period will also be reviewed before the cancellation of the warning.

31.7 Up-dates

This procedure can and will be updated as necessary to reflect legislative changes and business requirements.

31.8 Exceptions to this policy

No exceptions will be made to this policy without the approval of the general manager.

This policy does not apply to gross misconduct warranting summary dismissal.

32. Uniforms and Protective Clothing

32.1 Uniforms will be available to employees covered by the Agreement as follows:

4 Polo tops

3 trousers

2 shorts, or an 1 additional trouser

2 warm tops

32.2 Replacement of the above uniforms will be on an as needs basis.

32.3 Laundering is the responsibility of the employee.

32.4 Not later than six weeks after the commencement of employment the Company shall supply safety footwear. The footwear will remain the property of the Employer. It is a condition of employment that the employee will wear the safety footwear at all times whilst at work.

32.5 The Company will provide replacement safety footwear when the employee provides evidence of the need.

32.6 On termination of the employment the employee will if requested return all uniforms including safety footwear issued to them in good order and condition, fair wear and tear accepted.

33. Environmental Commitment

Sara Lee is committed to protecting the quality of the environment around the world through sound management.

The parties are committed to full compliance with the Employer's Environmental Management System, including but not limited to, segregation of waste, accurate recording of waste generated in the production and warehousing processes, and the reporting of any incidents that may result in an environmental violation.

Training, work instructions and other tools required to achieve this, will be provided to the Employees by the Employer.

34. Data Collection

The parties are committed to the recording & reporting on aspects of the production, warehouse & distribution processes as a responsibility conferred by this agreement.

Examples include but not limited to the following:

Recording of downtime

Non-conformances

Warehouse damages

Wastage

Etc

35. Quality Commitment

The parties are committed to full compliance with the Employer's quality system, in order to provide all customers and employees with excellence in quality and service.

The parties will achieve these objectives through:

35.1 Continuous improvement of work practices, skills, technology and customer service.

35.2 Maintenance and implementation of an effective quality system.

35.3 Participation of all employees in the development of the system outlined below.

35.4 Auditing conformance of work to the Company standards, including on line checking, HACCP compliance and compliance to specifications for raw materials, work in progress and finished product.

To further demonstrate commitment to Quality, the DE Quality Policy is posted on site.

36. Union Recognition

The parties commit themselves to the principle that Employees are free to join or not to join the union and all other principles contained in Chapter 5, Part 1 N818 of the *NSW Industrial Relations Act 1996* as amended from time to time. Where and only where an employee indicates to the Company of his/her own free will that they wish to join the Union, then subject to the provisions of Chapter 5, Part 1 N818 of the *NSW Industrial Relations Act*:

- (i) The Employee shall be given an Application form to join the Union. It shall be the absolute choice of the Employee if they wish to fill in the form, sign it and forward it to the union;

- (ii) The Employee in his/her absolute discretion may provide to the Company an authorisation to deduct Union membership dues as levied by the Union in accordance with its rules. The Company will forward to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members accounts; and
- (iii) If an Employee chooses to resign from the Union and or cease payroll deductions for union membership, the Company shall cease deducting dues and submitting same to the Union.

37. Copy of Agreement

Copies of this Agreement will be made available to all employees. If employees request their own copy it will be made available.

This Agreement is made this day of 2003

.....
JUSTINE MARSHMAN
Human Resources Manager
Signed for and on behalf of Witness
Sara Lee Coffee and Tea
(Australia) Pty. Ltd.

.....
DERRICK BELAN
State Secretary
Signed for and on behalf of Witness
National Union of Workers