

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA05/301

**TITLE: Sara Lee Coffee and Tea (Australia) Enterprise Agreement 2005-2007**

**I.R.C. NO:** IRC5/4217

**DATE APPROVED/COMMENCEMENT:** 25 August 2005/1 July 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces ea03/180.

**GAZETTAL REFERENCE:** Serial C4097

**DATE TERMINATED:**

**NUMBER OF PAGES:** 49

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Sara Lee Coffee and Tea (Australia) Pty Ltd, located at 18, Forrested Street, Kingsgrove NSW 2208, who fall within the coverage of the Grocery Products Manufacturing (State) Award.

**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 - 2005 - 2007**

## **1. Title**

This Enterprise Agreement shall be known as the Sara Lee Coffee and Tea (Australia) Enterprise Agreement, 2005-2007 ("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**

This agreement is arranged as follows:

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5. Coverage of agreement
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7. Australian Workplace Agreements
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APPENDIX 1 - Rates of Pay  
APPENDIX 2 - Grocery Products Manufacturing (State) Award

### **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 2005 and shall remain in force for a period of 24 months, expiring on 30 June 2007.

### **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"), as it stood as of 1 July 2005.
- 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**

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 issue.

## **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**

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

\$30.00 per week on 1 July, 2005; and

\$32.00 per week on 1 July, 2006

## **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. Key Performance Indicators Bonus Scheme**

The parties agree to introduce a one off productivity based bonus scheme for the first year of the agreement. Payment shall be made to each eligible employee if the KPI's are achieved.

Eligible employees are those who have been employed by the Company for at least three months prior to the end of the payment period. Contract agency labour is not eligible.

Employees transferring to another area shall receive the payment applicable for the area in which the majority of the payment period was worked.

Should an employee resign before the 30 June 2006 a pro-rata payment may be approved by the Company, based on the reason for resignation.

The scheme will commence on 1st July 2005 and terminate 30 June 2006.

Under the scheme, employees will be eligible to earn a lump sum payment of up to \$200.00. Payment levels will be determined by the 30 June 2006 and paid the first payroll period following the 30th June 2006.

Employees will have a 12 months period from 1 July 2005 to 30 June 2006 to work to achieve these KPI's

#### **The Key Performance Indicators/Measures:**

Within the Factory

1. No more than 60 NCRs during the financial year = (equals) \$100.00
2. Improve rewind wastage on ICA and Propac, = (equals) \$100.00  
compared to FY05

Within the Warehouse

1. Five cycle counts daily x 5 days per week = (equals) \$100.00  
(total of 25 counts per 5 day week)  
  
half crew - 30 mins/day  
  
must be daily - i.e. not 10 on 1 day  
(except by agreement with Manager)
2. Must commence loading incoming trucks within = (equals) \$100.00  
  
30 mins of truck arrival time

### **14. Casual Labour**

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

Where a casual is utilised on a continuous basis, where continuous means 8 hours per day 5 days per week, for a period exceeding 6 months, the company will in consultation with the Union place that casual worker as a permanent Sara Lee employee.

The employment transfer will be agreed between the Company and the Union and the employee's employment service will be continuous from the date commenced as a casual. Any period of probation will be deemed to be completed within the 6 months as a casual.

The employee's rate of pay will be adjusted to be in line with the rates of pay of a fulltime permanent employee at the appropriate level.

A casual employee, including agency staff, shall be employed under the terms and conditions of this agreement including the applicable wage rate 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.

The Company will not specifically churn casual's in order to avoid this clause.

## **15. Change in Shift Hours and Shift Arrangements**

### 15.1 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.

### 15.2 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.

## **16. Recruitment**

The following procedure will be followed when a vacancy occurs:

- 16.1 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.
- 16.2 All employees will be able to apply for such vacancies and where appropriate obtain a relevant job interview.
- 16.3 External applicants will be required to complete a pre-employment health assessment.
- 16.4 External applicants will be required to provide relevant references.
- 16.5 All unsuccessful applicants have the right to discuss their application with the Department Manager and/or their Union Delegate.
- 16.6 Vacant positions not covered by this Agreement will be managed in line with the Employer's recruitment policy.

## **17. Sexual Harassment**

- 17.1 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.
- 17.2 Under the *Anti Discrimination Act 1977*, sexual harassment is illegal.
- 17.3 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.
- 17.4 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.
- 17.5 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 - 004 sets out the Employer's sexual harassment policy. This policy co-exists with this agreement.

## **18. Superannuation**

- 18.1 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*.
- 18.2 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.
- 18.3 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.
- 18.4 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.
- 18.5 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.
- 18.6 This clause will be reviewed by the parties if there is legislative change.

## **19. Redundancy**

- 19.1 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, which in turn is influenced by internal and external factors. The opportunity for continued employment of all persons will be enhanced by the efforts of employees and management to implement programs for productivity improvements. 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-clause 18.3.
- 19.2 In the event that reduction in the number of employees is required, the following procedure will apply:
  - 19.2.1 Consideration will be given to offering alternative employment within the Company.
  - 19.2.2 The Company will call for applications for redundancy.

19.2.3 Applications for consideration for redundancy shall be lodged with the Company within the period of time designated. During the lodgement period, the Company will consult with the Union regarding the selection of applications, to ensure that both the required number of employees as well as the necessary mix of skills is achieved

19.2.4 The criteria to be used for the selection of applicants shall include an assessment of the skills and experience relative to the continuation of the business. Continuation of the business shall include future business needs relative to technological developments, training requirements and other relevant considerations.

19.2.5 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 severance payment as follows:

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.

## **20. Shift Allowance**

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

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.

## **21. Meal and Rest Breaks**

- 21.1 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.
- 21.2 An employee required to work overtime for more than two hours after the usual ceasing time shall be paid a meal allowance of \$7.80, 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 than the Award.
- 21.3 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.



## **22. Washing Times**

Employees whose hands come in contact with coffee shall be allowed five (5) minutes for washing before finish time of the day's work.

Unless otherwise advised by the employee's manager, pay roll will pay five (5) minutes for washing time.

Employees may wish to take additional time to wash but the company will pay only 5 minutes, unless otherwise advised.

## **23. Overtime**

23.1 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.

23.2 Overtime shall be calculated in intervals of 15 minutes.

23.3 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.

23.4 Reasonable Overtime -

23.4.1 The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

23.4.2 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.

23.4.3 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.

## **24. Rostered Day Off**

24.1 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" (RDO).

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 a roster for each working area, 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 and consistent allocation of RDO's on preferred days, such as Friday, Mondays etc. Changes to the roster can be made by mutual agreement.

24.2 RDO Banking

By agreement with their line Manager, employees may accrue up to five (5) days, or by mutual agreement, a maximum of ten (10) RDO's per year.

The following process will be applied to any employee who exceeds the maximum of ten (10) banked RDO's.

1. The employee will be notified at nine (9) RDO's of the following 2 options:
  - a. Option 1. - The employee will take the accrued RDO's as time off within the next fortnight (with the Manager's agreement), or within a time period agreed by the Manager.
  - b. Option 2. - If option 1 is not taken, Payroll will automatically pay any accrued RDO's in excess of 10 days, in the next fortnightly pay run.

#### 24.3 Taking RDO's

By mutual agreement accrued days can be taken as one day or as a maximum block of 5 days.

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.

#### 24.4 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

### **25. 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.

### **26. Sick Leave/Family Leave**

- 26.1 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.

26.1.1 The Employee shall not be entitled to pay leave of absence unless they have been in the service of the Company for at least one month immediately prior to such absence.

26.1.2 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.

- 26.1.3 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.
- 26.1.4 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.
- 26.1.5 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.
- 26.2 "Family" shall include de facto, same sex couples and other members of the household.
- 26.3 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.
- 26.4 Medical Certificates and Sick Leave
- 26.4.1 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.
- 26.4.2 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.
- 26.4.3 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.

## **27. Annual Leave**

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.

### **27.1 Enforced Annual Leave**

As per the *Annual Holiday Act 1944* the following arrangement may be enforced regarding employees with excess (more than 6 weeks) accrued annual leave

The employer may instruct the employee that they must take annual leave subject to the following:

1. The employer shall give each employee at least one month's notice of the date from which the employee's annual leave shall commence.

The employer shall pay each employee in advance, if requested by the employee, before the commencement of the employee's annual leave, the employee's ordinary pay for the leave period.

## **28. Bereavement Leave**

- 28.1 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.
- 28.2 The right to such paid leave shall be dependent on compliance with the following conditions:
1. 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.
  2. Satisfactory evidence of such a death shall be furnished by the employee to the Company if required.
- 28.3 For the purpose of this clause words "husband" or "wife" shall include a person who was living with the employee as de facto husband or wife immediately prior to the death of the person, including same sex partners.

## **29. Union Picnic Day**

- 29.1
- (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.
- 29.2 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.
- 29.3 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.

## **30. 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.

## **31. Part Time Employment**

The Company would like to ensure all employees are aware of the opportunity to work part time. The Company will consider any current employee wishing to transfer to part time employment. Any part time arrangement will be as per the award. Any employee who wishes to change to working part time will be subject to a trial period of 3 months to ensure suitability.

## **32. First Aid Allowance**

- 32.1 An employee, appointed by the Employer, and suitably qualified to perform the functions of first aid shall be paid \$10.40 per week, in addition to all other payments.
- 32.2 The allowance payment will be no less then the award.

### **33. Disciplinary Procedure**

- 33.1 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.
- 33.2 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.
- 33.3 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.

#### **33.4 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.

#### **33.5 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.

#### **33.6 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.

#### 33.7 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.

#### 33.8 Up-dates

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

#### 33.9 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.

### **34. Uniforms and Protective Clothing**

#### 34.1 Uniforms will be provided to all employees covered by the Agreement as follows.

4 company logo tops  
3 trousers in a dark blue or black colour  
2 shorts or 1 additional trouser in dark blue or black colour  
2 warm tops

An employee will be reimbursed for the purchase of a uniform if it is not supplied by the company.

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

#### 34.3 Uniforms provided must be worn.

#### 34.4 Laundering is the responsibility of the employee.

#### 34.5 Not later than six weeks after the commencement of employment the Company shall supply safety footwear. It is a condition of employment that the employee will wear the safety footwear at all times whilst at work. The Company will work with employees to ensure the appropriate safety footwear is supplied.

#### 34.6 Employees not wearing the safety footwear supplied will be subject to the company disciplinary procedures.

#### 34.7 The Company will provide replacement safety footwear when the employee provides evidence of the need - i.e. the old footwear.

### **35. 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 no 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.

### **36. 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

### **37. Quality Commitment**

Both the Factory and Warehouse are committed to full compliance with the Employer's quality system, in order to provide all customers and employees with excellent quality and service.

The parties will achieve these objectives through:

- 37.1 Continuous improvement of work practices, skills, technology and customer service.
- 37.2 Maintenance and implementation of an effective quality system.
- 37.3 Participation of all employees in the development of the system outlined below.
- 37.4 Auditing conformance of work to the Company standards including on line checking, HACCP and Good Manufacturing Practices (G.M.P) compliance, and compliance with specifications for raw materials, work in progress and finished product.

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

### **38. 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 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, subject to the provisions of Chapter 5 part 1 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.

### **39. 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 25th day of August 2005

\_\_\_\_\_  
 Signed for and on behalf of  
 Sara Lee Coffee and Tea  
 (Australia) Pty. Ltd.

\_\_\_\_\_  
 Witness

\_\_\_\_\_  
 State Secretary  
 Signed for and on behalf of  
 National Union of Workers

\_\_\_\_\_  
 Witness

## APPENDIX 1

### Rates of Pay

Classification Level Permanent	Effective 1/7/05 Rate of pay per week	Effective 1/7/05 Rate pf pay per hour	Effective 1/7/06 Rate pf pay per week	Effective 1/7/06 Rate of pay per hour
Trainee	682.55	17.9618	714.55	18.8039
Level 1	697.10	18.3447	729.10	19.1868
Level 2	736.35	19.3777	768.35	20.2197
Level 3	760.25	20.0066	792.25	20.8487
Level 4	784.90	20.6553	816.90	21.4974
Level 5	818.00	21.5264	850.00	22.3684
Level 6	881.65	23.2014	913.65	24.0434

Classification Level Casual	Effective 1/7/05 Rate of pay per week	Effective 1/7/05 Rate pf pay per hour	Effective 1/7/06 Rate pf pay per week	Effective 1/7/06 Rate of pay per hour
Trainee	835.35	21.9830	867.35	22.8251
Level 1	853.48	22.4599	885.48	23.3020
Level 2	902.36	23.7463	934.36	24.5884
Level 3	932.13	24.5296	964.13	25.3717
Level 4	962.83	25.3375	994.83	26.1797
Level 5	1004.05	26.4224	1036.05	27.2645
Level 6	1083.32	28.5085	1115.32	29.3506



## APPENDIX 2

### Grocery Products Manufacturing (State) Award

(612)

SERIAL C0096

## GROCERY PRODUCTS MANUFACTURING (STATE) AWARD

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Review of Award pursuant to Section 19 of the Industrial Relations Act 1996.

(No. IRC 5686 of 1999)

Before The Honourable Justice Marks

20 February 2001

### REVIEWED AWARD

#### Arrangement

#### PART A

Clause No.	Subject Matter
1.	Title
2.	Definitions
3.	Hours - Day Work
4.	Hours - Shiftwork
5.	Procedures for In-Plant Discussions in Relation to 38-Hour Week
6.	Procedure for Settling Disputes
7.	Shift Work Allowances
8.	Wages
9.	Undertakings
10.	Arbitrated Safety Net Adjustment
11.	Meal Hours
12.	Overtime
13.	Sundays and Holidays
14.	Annual Leave
15.	Long Service Leave
16.	Sick Leave
17.	Personal/Carer's Leave
18.	Mixed Functions
19.	Manning of Mills and Factories
20.	Proportion of Juniors
21.	Conditions of Employment
22.	Time and Payment of Wages
23.	Bereavement Leave
24.	Dismissal
25.	First-aid
26.	Uniforms
27.	Morning Refreshment
28.	Protective Clothing
29.	Washing Times
30.	Jury Service
31.	Dusty Conditions
32.	Right of Entry
33.	Workplace Consultation

34. Enterprise Arrangements
35. Redundancy
36. Anti-Discrimination
37. Superannuation
38. Area, Incidence and Duration

Schedule A - Awards and Variations Incorporated  
Schedule B - Changes made on Review

## PART B

### MONETARY RATES

Table 1 - Wages

Table 2 - Other Rates and Allowances

## PART A

### 1. Title

This Award shall be known as the Grocery Products Manufacturing (State) Award.

### 2. Definitions

For the purpose of this award:

- (i) Casual Employee - shall mean an employee engaged to work for a lesser period than 38 hours in any one week, who is engaged and paid as such.
- (ii) Condiment - shall mean something used to give relish to food and to gratify the taste, a pungent or appetising substance such as pepper or mustard or seasoning or any substance used in the thickening or binding of foodstuffs such as gluten, bread crumbs, gum arabic or cornflour.
- (iii) Miller - shall mean an employee in charge of one or more gristling or grinding machines but shall not include the head miller.
- (iv) Combined Miller - shall mean and shall include any employee capable of and who, in the course of his ordinary duties may be required to do the combined work of grinding and/or roasting and/or blending of any of the following:
  - (a) Grinding - spices, condiments, rice, oatmeal, cornflour and pepper.
  - (b) Roasting - coffee, chicory, groats, wheat, peanuts, malt and peas.
  - (c) Blending - pepper.
- (v) Packer - shall mean an employee filling bags or other containers of 25.4 KGS (56lb) weight and over by an automatic machine, semi-automatic machine and/or hand from a sleeve weighing and thereafter sewing up the bags or sealing the containers.
- (vi) Union - shall mean the National Union of Workers New South Wales Branch.
- (vii) Adult Employee - shall mean an employee 18 years of age or over.
- (viii) Junior Employees - shall mean an employee under 18 years of age.
- (ix) Any reference to the male gender in this award shall also be taken to be a reference to the female gender and vice versa.

### **3. Hours - Day Work**

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

(a) **ORDINARY HOURS OF WORK:**

(i) Except as provided elsewhere in this clause, ordinary working hours shall not exceed an average of 38 per week to be worked between 6.00 a.m. and 6.00 p.m., Monday to Friday on one of the following basis:

- (1) 38 hours within a work cycle of one week
- (2) 76 hours within a work cycle of two weeks
- (3) 114 hours within a work cycle of three weeks
- (4) 152 hours within a work cycle of four weeks

Different methods of implementation of a 38-hour week may apply to various groups or sections of employees in the establishment concerned.

- (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
- (iii) Where agreement exists between the employer and the employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

(b) **RATE FOR ORDINARY HOURS ON SATURDAY AND SUNDAY**

Ordinary hours of work performed on a Saturday shall be paid for at time and one half and on a Sunday at double time.

(c) **MEAL BREAK**

A meal break shall be allowed for a minimum of half an hour or such other period as may be agreed between the employer 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 establishment. 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.

(d) **NOTICE OF ROSTERED DAYS OFF**

In cases where, by virtue of arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.

(e) **BANKING ROSTERED DAYS OFF**

By agreement between the employer and an employee or between an employer and the majority of employees concerned rostered day off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.

(f) **ROSTERED DAY OFF NOT TO COINCIDE WITH HOLIDAY**

In cases where, by virtue of the arrangement of the ordinary hours of work, the employee is entitled to a day off during the work cycle, the weekday to be taken off shall not coincide with a holiday fixed in accordance with Clause 13, Sundays and Holidays.

(g) **SUBSTITUTE DAYS:**

- (i) The employer and an employee or the employer and the majority of employees concerned may be by agreement substitute the day the employee or employees are to take off during a work cycle for another day.
- (ii) An apprentice who is required to attend trade school on a rostered day off shall be entitled to a substitute day as soon as practicable following the attendance at trade school.

(h) **WORK ON A ROSTERED DAY OFF:**

Unless a rostered day off is substituted for another day off in accordance with subclause (e) or (g) work performed on the rostered day off will be paid in accordance with Clause 12, Overtime.

**4. Hours - Shiftwork**

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

(a) **ORDINARY HOURS OF WORK**

- (i) Except as elsewhere provided in this clause the ordinary working hours shall not exceed an average of thirty-eight per week.

Different methods of working shifts may apply to various groups or sections of employees in the establishment concerned.

- (ii) In the absence of agreement the ordinary working hours are not to exceed eight on any day.
- (iii) Where agreement exists between the employer and an employee or between the employer and the majority of employees concerned, the ordinary hours of work can be worked at any time on any day of the week, Saturday and Sunday inclusive.

(b) **DEFINITIONS**

- (i) "Day Shift" means a shift worked in accordance with the terms of clause 3, Hours - Day Work, which forms part of a rostered shift system.
- (ii) "Afternoon Shift" means any shift finishing after 6.00 p.m. and at or before midnight.
- (iii) "Night Shift" means any shift finishing after midnight and at or before 8.00 a.m.
- (iv) "Rostered Shift" means a shift of which the employee concerned has had at least forty-eight hours' notice.
- (v) "Continuous Work" means work carried on with consecutive shifts of persons throughout the twenty-four hours of each day of the week without interruptions except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

(c) CHANGE OF SHIFT ROSTERS

Employees placed on the shift roster shall not have their roster changed by the employer without 48 hours' notice of such change or payment is made at time and one half rates for ordinary time worked until such 48 hours' notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(d) TERMINATION OF SHIFT

A shift worker shall be given seven days' notice of the cessation of the shift work. If such notice is not given the appropriate shift allowances set out in Clause 7, - Shift Work Allowances, shall be paid.

(e) MEAL BREAKS

(i) Employees employed in mills running two shifts shall be paid 30 minutes for meals during each shift and no time shall be deducted for such meal breaks except where a meal relief is granted on day shifts and the employees concerned are paid an additional amount as set out at Item 14 of Table 2 in Part B - Monetary Rates per shift and in such case not less than 30 minutes or more than one hour shall be allowed for a meal break which shall not be counted as time worked.

(ii) Employees employed in mills running three shifts shall be allowed 30 minutes for meals and no time shall be deducted for meals on shift.

(f) NOTICE OF ROSTERED SHIFTS OFF:

In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered day off during the work cycle, such employee shall be advised by the employer at least four weeks in advance of the day to be taken off by written notice posted by the employer on the notice board.

(g) BANKING OF ROSTERED SHIFTS OFF:

By agreement between the employer and an employee, or between the employer and the majority of employees concerned, rostered shifts off may be accumulated (banked) and shall be entitled to be taken in a manner agreed upon between the employer and the employee.

(h) ROSTERED SHIFTS OFF NOT TO COINCIDE WITH HOLIDAYS:

(i) In cases where, by virtue of the arrangement of the ordinary hours of work, an employee is entitled to a rostered shift off during the work cycle, the shift to be taken off shall not coincide with a holiday fixed in accordance with clause 13, Sundays and Holidays.

(ii) Provided that, in the event that a public holiday is prescribed after an employee has been given notice of a rostered shift off in accordance with subclause (f) of this clause and a holiday falls on such shift the employer shall allow the employee to take an alternative shift off in lieu.

(iii) An employee working continuous shift work who by the arrangement of ordinary hours of work is entitled to a rostered shift off which falls on a public holiday prescribed by Clause 13 of this award shall at the discretion of the employer, be paid for that day one-fifth the ordinary weekly rate of pay or have an additional day added to the annual leave entitlement. This provision shall not apply when the holiday on which the employee is rostered off falls on a Saturday or Sunday.

(iv) Where an employee is absent from work for the purpose of enjoying a rostered day off, then such employee shall be paid the shift allowance, or any other allowance, he/she would have received had he/she attended for duty that day.

(i) RATES FOR ORDINARY SHIFTS ON SATURDAY, SUNDAY AND HOLIDAYS:

(i) An ordinary shift, the major portion of which is worked on a Saturday, shall be paid for at time and one half rates. An ordinary shift the major portion of which is worked on a Sunday or Holiday shall be paid for at double ordinary time. Such extra rate shall be in substitution for shift allowances as prescribed in clause 7, Shift Work Allowances.

(j) DAY WORKER CHANGING TO SHIFT WORK:

Where a day worker commences shift work at the instruction of the employer without seven days' notice (or the reduced period of 48 hours' notice where the transfer to shift work is necessitated by absenteeism) the employer shall pay time and one half rates for all ordinary time worked until such required notice would have expired. Such extra rate shall be in substitution for the shift allowance.

(k) WORK ON A ROSTERED SHIFT OFF:

Unless a rostered shift off is substituted for another shift off in accordance with subclauses (g) and (l) work performed on the rostered shift off will be paid in accordance with clause 12, Overtime.

(l) SUBSTITUTE SHIFT

The employer and an employee or the employer and the majority of employees concerned may by agreement substitute the shift an employee or the employees are to take off during a work cycle for another shift without the payment of penalty rates.

(m) DAYLIGHT SAVING

Notwithstanding anything contained elsewhere in this award, in any area where, by reason of the legislation of a State, summer time is prescribed as being in advance of the standard time of that State the length of any shift commencing before the time prescribed by the relevant legislation for the commencement of a summer time period shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof, the time of the clock in each case to be set at the time fixed pursuant to the State legislation.

In this subclause the expression "standard time" and "summer time" shall bear the same meaning as prescribed by the State legislation.

**5. Procedures for in-Plant Discussions in Relation to 38-Hour Week**

- (i) Procedures shall be established for in-plant discussions, the objective being to agree on the method of implementing a 38-hour week in accordance with clauses 3, Hours - Day Work and 4, Hours - Shift Work and entailing an objective review of current practices to establish where improvements can be made and implemented.
- (ii) The procedures should allow for in-plant discussions to continue even though all matters may not be resolved at the time of introduction of the 38-hour week.
- (iii) The procedures should make suggestions as to the accordings and understandings reached and methods of communicating agreements and understandings to all employees, including the overcoming of language difficulties.
- (iv) The procedures should allow for the monitoring of agreements and understandings reached in-plant.

- (v) In cases where agreement cannot be reached in-plant in the first instance or where problems arise after initial agreements or understandings have been achieved in-plant, a formal monitoring procedure shall apply. The basic steps in this procedure shall be as follows:
  - (a) that the matter be referred to a State Committee consistent of representatives of the State Branch of the Union and the State Employer Industrial Committee;
  - (b) that should the matter not be resolved at a State level, the matter be referred to a member of the Industrial Relations Commission of New South Wales.

#### **6. Procedure for Settling Disputes**

- (i) Should a dispute arise between any employee and the Company which cannot be resolved by the employee and his supervisor, the matter should be referred to the Factory Supervisor and Union Representative for resolution.
- (ii) In the event they are unable to resolve the matter, it must be referred to the Production Manager who will attempt to settle the dispute.
- (iii) 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.
- (iv) If, after the above has been followed, the dispute still remains unresolved it will be referred to the Industrial Relations Commission of New South Wales for determination.
- (v) 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.

#### **7. Shift Work Allowances**

- (i) Employees engaged on day, afternoon and night shift in regular weekly rotation shall be paid as set out in Item 1 of Table 2.
- (ii) Employees engaged on day and night shift only in regular weekly rotation shall be paid as set out in Item 2 of Table 2.
- (iii) Employees engaged on afternoon and night shift only in regular weekly rotation shall be paid as set out in Item 3 of Table 2.
- (iv) Employees engaged on afternoon shift only shall be paid as set out in Item 4 of Table 2.
- (v) Employees engaged on permanent night shift shall be paid as set out in Item 5 of Table 2.
- (vi) Employees instructed by their employer to change shift during any week shall be paid as set out in Item 6 of Table 2 for each change but not for the change back.

#### **8. Wages**

- (i) Adults - The minimum award wage rate shall be paid as set out in Table 1 of Part B.
- (ii) Where juniors are required to perform work ordinarily done by adults such juniors shall receive the appropriate wages fixed for adult employees as set out in Table 1 of Part B according to the class of work performed.
- (iii) Leading Hands - An employee appointed by their employer to supervise the work of not less than three and not more than ten employees shall be paid an amount as set out in Item 7 of Table 2 in addition to the rate fixed for the class of work performed by such employee; provided, however, that an employee

shall not be entitled to the payments herein fixed by reason only of the fact that the employee is performing work coming under any of the classifications set out in Table 1 of Part B.

(iv) Additional Rates -

- (a) A mill hand called upon to be the person in charge of vat mixing liquid mustard shall be paid an amount as set out in Item 8 of Table 2 in addition to the rate herein prescribed for a mill hand.
- (b) An employee engaged in the grinding of chillies shall be an amount as set out in Item 9 of Table 2 in addition to his ordinary rate of pay for the time actually engaged on such work.
- (c) Employees engaged in packing or unpacking and who are exposed to pepper, shake-on seasoning, blackit, curry powder, cinnamon, instant coffee, ammonia, baking powder or fruit saline shall be paid as set out in Item 10 of Table 2 in addition to the ordinary rates of pay prescribed in this award.

(v) Casual Employees - See clause 21(A)(ii)

### 9. Undertakings

(a)

- (i) Employees under this award shall be required to perform a wide range of duties including work which is incidental or peripheral to their main tasks or functions as well as maintenance duties (subject to required skills) requiring some use of tools.
- (ii) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this award.
- (iii) An employer 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.
- (iv) Subject to agreement at the enterprise level, employees shall undertake training for the wider range of duties and for access to higher classifications.
- (v) The parties shall not create barriers to the advancement of employees within the award structure or through access to training.
- (vi) The parties shall accept in principle a new classification structure in which descriptions shall be more broadly based and generic in nature.
- (vii) The parties shall co-operate in the transition from the old structure to the new structure in an orderly manner without creating false expectations or disputations.
- (viii) N.B.: All work performed under this Award shall be done consistent with the Occupational Health and Safety Act 2000 (including regulations) and any successor legislation.

(b) Award Modernisation -

Both parties shall be committed to modernising the terms of this award so that it provides for more flexible working arrangements, improves the quality of working life, enhances skills and job satisfaction and assists positively in the restructuring process.

Any alterations to current terms and conditions of employment shall be processed in accordance with the procedure set out in clause 28 of this award.



(c) Training -

- (a) The parties to this award recognise that in order to increase the efficiency, productivity and international competitiveness of industry, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:
- (i) developing a more highly skilled and flexible workforce;
  - (ii) providing employees with career opportunities through appropriate training to acquire additional skills; and
  - (iii) removing barriers to the utilisation of skills required.
- (b) Following proper consultation or through the establishment of a training committee, an employer shall develop a training programme consistent with
- (i) the current and future skill needs of the enterprise;
  - (ii) the size, structure and nature of the operations of the enterprise;
  - (iii) the need to develop vocational skills relevant to the enterprise and the grocery manufacturing industry through courses conducted by accredited educational institutions and providers.
- (c) Where it is agreed a training committee be established that training committee should be equal numbers of employer and employee representatives and have a charter which clearly states its role and responsibilities, for example:
- formulation of a training programme and availability of training courses and career opportunities to employees;
  - dissemination of information on the training programme and availability of training courses and career opportunities to employees;
  - the recommending of individual employees for training and reclassification;
  - monitoring and advising management and employees on the on-going effectiveness of the training.
- (d)
- (i) Where it is agreed that additional training in accordance with the programme developed pursuant to subclause (b) hereof should be undertaken by an employee, that training may be undertaken either on or off the job. Provided that if the training is undertaken during ordinary working hours, the employee concerned shall not suffer any loss of pay. The employer shall not unreasonably withhold such paid training leave.
  - (ii) Any costs associated with standard fees for prescribed courses and prescribed textbooks (including those textbooks which are available in the employers technical library) incurred in connection with the undertaking of training shall be reimbursed by the employer upon production of evidence of such expenditure. Provided that reimbursement shall also be on an annual basis subject to the presentation of reports of satisfactory progress.
  - (iii) Travel costs incurred by an employee undertaking training in accordance with this clause which exceed those normally incurred in travelling to and from work shall be reimbursed by the employer.

## **10. Arbitrated Safety Net Adjustment**

- (a) The rates of pay in this award include the first, second and third arbitrated safety net adjustments (\$8.00 per week each 21st February 1994, 13th April 1995 and 5th March 1998) payable under the State Wage Case - December 1994 Decision. All the above safety net adjustments may be offset to the extent of any wage increase received at the enterprise level since 29 May 1991. Increases made under previous State Wage Case principles or under the current principles, excepting those resulting at the enterprise level, are not to be used to offset arbitrated safety net adjustments.
- (b) The rates of pay in this award include the adjustments payable under the State Wage Case 2000. These adjustments may be offset against:
  - (i) any equivalent overaward payments; and/or
  - (ii) award wage increases since 29 May 1991 other than Safety Net, State Wage Case, and Minimum Rates Adjustments.

## **11. Meal Hours**

- (i) Except as provided for in paragraph (c) of clause 3, Hours, not less than thirty minutes nor more than one hour per day, between 11.00 a.m. and 2.00 p.m. shall be allowed for lunch. This meal time, when fixed, shall not be altered except by mutual agreement between the employer and the employees.
- (ii) The time at which an employee is required to have lunch on the first working day in each week shall be the recognised lunch break for each of the remaining days in that week.
- (iii) Employees shall not be required to work any part of a recognised meal break unless they so desire but if they consent to do so they shall be paid at the rate of time and one half in addition to the ordinary rates prescribed in Table 1 of Part B, for the time so worked.
- (iv) An employee required to work overtime for more than two hours after the usual ceasing time shall be paid the sum set out in Item 11 of Table 2 as a meal allowance. An employee required to work six hours or more after the usual ceasing time shall be paid a further sum as set out in Item 12 of Table 2 for a second meal allowance.

## **12. Overtime**

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:

- (a)
  - (i) All work done outside the ordinary hours of work shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter. Provided that in respect of overtime worked on a Saturday payment shall be made at the appropriate overtime rate as for a minimum of three hours worked, except in the case of shift worker continuing in overtime after having finished his ordinary hours of work on a Saturday. In the computation of overtime each day or shift shall stand alone.
  - (ii) An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of his ordinary hours for the day. This provision is intended to apply in circumstances where employees are late for work or are unlawfully absent during the day.
- (b) Where, after having left their place of employment, an employee is recalled to work from their home, the employee shall be paid for at least three hours' work at the appropriate rate, except where such recall occurs within one hour of the employee's normal commencement time. In such case overtime rates shall apply until the normal commencement time and then ordinary rates shall be payable.

- (c) An employee who works so much overtime between the termination of the ordinary hours of work on one day or shift and the commencement of the ordinary hours of work on the next day or shift that the employee has not had at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of the employer such an employee resumes or continues work without having had such ten consecutive hours off duty, the employee shall be paid at double ordinary rates until the employee is released from duty for such period and he/she shall then be entitled to be absent until the employee has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

The provisions of this subclause shall apply in the case of shift workers as if eight hours were substituted for 10 hours when overtime is worked:

- (i) For the purpose of changing shift rosters; or
  - (ii) Where a shift worker does not report for duty and a day worker or shift worker is required to replace such shift worker; or
  - (iii) Where a shift is worked by arrangement between employees themselves.
- (d) Compulsory Overtime -
    - (i) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
    - (ii) The organisation party to this award 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 subclause.
  - (e) Time Off In Lieu Of Overtime, Call Back, Sunday and Holiday Work - Subject to the following provisions, time off in lieu of payment of overtime, call back, Sunday and 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 employer and the employee concerned.
  - (f) Standing by - An employee required by the employer to hold the employee in readiness for call back to work shall be paid "stand by" time at ordinary rates of pay from the time the employee is required to so hold the employee in readiness until released by the employer from the requirement to "stand by".
  - (g) An employee working overtime but finishing work when means of transport are not available, shall be entitled to any additional outlay incurred in reaching home by reasonable means of transport or transport home provided by the employer.

### **13. Sundays and Holidays**

- (i)
  - (a) The days upon 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 are observed and the Union Picnic Day, which shall be held on the last Monday in October each year, together with any other days which shall be proclaimed by the Government as public holidays shall be recognised as holidays and no deduction shall be made from the wages of permanent employees for such holidays if not worked.
  - (b) In localities where no Labour Day is observed a day in lieu thereof shall be granted to employees and such day shall be arranged mutually between the employer and the Union.

- (c) An employee required to work on any of the holidays specified in paragraph (a), of this sub-clause, shall be paid at the rate of double time and a half.
- (d) An employee required to work on a Sunday shall be paid at the rate of double time.
- (ii) Payment for any holiday need not be made in cases where an employee is absent on the last working day prior to the holiday or on the first working day following the holiday unless such absence is due to illness or the action of the employer or is taken with the permission of the employer.
- (iii) No employee, other than a shift worker, shall be required to work on a Sunday or holiday unless given forty-eight hours' notice that he will be required.
- (iv) An employee discharged, except for misconduct, within fourteen days of any of the holidays specified in paragraph (a) of subclause (i) of this clause, shall be paid for such holiday; provided that such employee has been employed for a period of not less than fourteen days immediately prior to the date of his discharge.
- (v) A holiday shall commence at 7.00 a.m. on the day of the holiday and end at 7.00 a.m. on the next succeeding day. Alternatively, a holiday shall commence at the beginning of the first shift on the day of the holiday and end at the beginning of the first shift on the next succeeding day. The provision of this sub-clause shall not apply to the Australasian Conference Association Limited at Cooranbong and Lewisham.

#### **14. Annual Leave**

See *Annual Holidays Act 1944*.

During a period of annual leave an employee shall receive a loading calculated on the rate of wage prescribed by Table 1 of Part B.

The loading shall be as follows:-

- (i) Day Worker - an employee who would have worked on day work only had the employee not been on leave - a loading of 17.5 per cent.
- (ii) Shift Worker - An employee who would have worked on shift work had the employee not been on annual leave - a loading of 17.5 per cent. Provided that where the employee would have received shift allowances prescribed by this award had the employee not been on leave during the relevant period and such allowances would have entitled the employee to a greater amount than the loading of 17.5 per cent then the shift allowance shall be added to the rate of wage prescribed by clause 8, Wages, in lieu of the 17.5 per cent loading. Provided further that if the shift allowances would have entitled the employee to a lesser amount than the loading of 17.5 per cent then such loading of 17.5 per cent shall be added to the rate of wage prescribed by clause 8 in lieu of the shift allowances.

The loading prescribed in this clause shall not apply to proportionate leave on termination.

#### **15. Long Service Leave**

See *Long Service Leave Act 1955*.

#### **16. Sick Leave**

- (i) 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, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:
  - (a) The employee shall not be entitled to paid leave of absence unless the employee has been in the service of the employer concerned for at least one month immediately prior to such absence.

- (b) The employee shall not be entitled to paid leave of absence for any period in respect of which the employee is entitled to Workers' Compensation weekly benefits.
  - (c) The employee shall notify the employer as early as possible of their inability to attend for duty. Where practicable this shall be done within eight hours of the commencement of their work and in any event such notification shall be made within 24 hours of the commencement of his/her absence.
  - (d) The employee shall furnish to the employer such reasonable evidence as the employer may desire that the employee was unable by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.
  - (e) The employee shall not be entitled during the first year of service to leave in excess of 38 hours of ordinary working time and not more than 76 hours in respect of subsequent years of service.
  - (f) During the first six months of employment with an employer the employer 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 that employer.
- (ii) The rights under this clause shall accumulate from year to year so long as the employment continues with the employer so that any part of sick leave which has not been allowed in any one year may be claimed by the employee and shall be allowed by the employer, subject to the conditions prescribed by this clause, in subsequent year of continued employment. Any rights which accumulate, pursuant to this subclause, shall be available to the employee for a period of twelve years, but for no longer, from the end of the year in which they accrued.
  - (iii) For the purposes of this clause continuous service shall be deemed not to have been broken by:
    - (a) any absence from work on leave granted by the employer; or
    - (b) any absence from work by reason or personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee.
  - (iv) Service before the date of coming into force of this clause shall be counted as service for the purpose of assessing the sick leave entitlement in any year under paragraph (e) of subclause (i) of this clause, but shall not be taken into consideration in arriving at the period of accumulated leave.
  - (v) Accumulated sick leave at the credit of an employee at the commencement of this award shall not be affected nor reduced by the operation of this clause.

## **17. Personal/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 clause 16, Sick 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 too 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.
- (d) An employee shall, wherever practicable, give the employer 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 employer by telephone of such absence at the first opportunity on the day of absence.

(2) Unpaid Leave For Family Purpose -

- (a) An employee may elect, with the consent of the employer, 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 employer, 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 award.
- (c) An employee and employer 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.

(4) Time Off In Lieu of Payment for Overtime -

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- (b) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

- (c) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.
  - (d) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the award.
- (5) Make-Up Time -
- (a) An employee may elect, with the consent of the employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the award, at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.
- (6) Rostered Days Off -
- (a) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
  - (b) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
  - (c) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.
  - (d) This subclause is subject to the employer informing each union which is both party to the award and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

### **18. Mixed Functions**

- (i) An employee directed to perform work or to relieve in a higher grade shall, whilst so employed be paid at the rate prescribed by this award for the employee they are relieving provided that where an employee performs work in a higher grade for more than four hours on any one day or more than a total of twenty hours in any one week, such employee shall be paid the higher rate for the whole of such day or the whole of such week as the case may be.
- (ii) An employee, who is required to perform work of a lower grade than that upon which the employee usually is employed and who performs such lower grade of work for the greater part of the week, shall suffer no reduction in their wages by reason of doing the lower grade of work.

### **19. Manning of Mills and Factories**

Not less than two persons shall be on duty at all times in any mill or factory other than persons whose function it is to observe production processes.

### **20. Proportion of Juniors**

- (i) The proportion of junior employees to be employed in that section of the industry covered by Division I and II, and Section A, Macaroni, Vermicelli or Spaghetti, of clause 8, Wages, shall be one junior employee to every three or fraction of three adult employees.

## 21. Conditions of Employment

Unless otherwise determined by agreement in accordance with clause 33, Workplace Consultation, the following provisions shall apply:-

(A) Engagement - Subject to the following conditions the engagement of all employees under this award shall be on the basis of either permanent employment (which includes part time employees) or casual employment. Employees shall be notified prior to engagement under which category they are employed.

(i) Permanent Employees (Including Part-time Employees)

- (a) Probationary Period of Employment - All new permanent employees (which includes part-time employees) shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a day to day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.
- (b) A "part-time employee" shall mean an employee who is employed on a permanent basis to work regular days and regular hours, either of which are less than the number of days or hours worked by full-time employees employed at a site, but such days shall not be less than two per week and such hours shall not be less than 16 per week.
- (c) The number of part-time employees that may be employed at a site shall not exceed the proportion of one part-time employee to every four or portion of four full-time permanent employees employed under this award.
- (d) The part-time employee shall be paid per hour one thirty-eighth of the weekly rate prescribed for full-time employees for the classification in which he or she is employed.
- (e) The spread of ordinary hours of part-time employees shall be the same as that applicable to full-time permanent employees in the section of the establishment in which they are employed. The number of ordinary hours worked shall not on any day exceed the number of ordinary hours of permanent employees in the section in which the employee is employed and shall not in any week exceed the number of hours of permanent employees in the section without the payment of overtime.
- (f) Subject to this subclause, all the provisions of this award shall apply to a part-time employee on a pro rata basis.

(ii) Casual Employees -

- (a) The rate of pay for casual employees shall be the award rate plus 12.5 per cent. Where a casual employee works on any day Monday to Friday in excess of the number of ordinary hours worked by permanent employees in the establishment the rate of pay for working such excess hours shall be time and a half for the first two hours and double time thereafter and such rate shall not include the casual loading.
- (b) The rate of pay for work performed by casual employees on Saturdays, Sundays and Public Holidays shall be the award rate plus 12.5 per cent.

(NOTATION: The New South Wales *Annual Holidays Act 1944* provides that casual employees under this award are entitled to receive an additional amount equal to one-twelfth of their ordinary time earnings in lieu of annual leave.)



(B) Termination -

- (i) Permanent employees (including Part-time Employees) - Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be.

No such notice shall be given to an employee at the time of commencing his annual holidays or long service leave or during the currency of such holidays or leave.

- (ii) Casual Employees - Employment shall be terminated by one hour's notice on either side given at any time during the week or by payment or forfeiture of one hour's ordinary pay as the case may be.
- (iii) Instant Dismissal - These provisions shall not affect the right of the employer to dismiss any employee without notice for serious and wilful misconduct, and in such cases, the wages shall be paid up to the time of dismissal only.

(C) Stand Down -

- (i) None of the above shall affect the right of the employer to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.
- (ii) Except as provided by clause 16, Sick Leave, employees shall not be entitled to full weekly wages unless they are ready, willing and available to work during the ordinary hours of the week prescribed by this award.

## **22. Time and Payment of Wages**

- (i) All employees shall be paid at the termination of their final shift in each week which shall be not later than Friday in each week. Provided that any employer, if they so desire, may keep one day's pay in hand of each of such permanent employee.
- (ii) An employee kept waiting for their wages on pay day for more than 15 minutes after the usual time for ceasing work shall be paid overtime after that 15 minutes with a minimum payment as for quarter of an hour.

## **23. Bereavement Leave**

- (a) An employee, other than a casual employee, shall be entitled to up to two days bereavement leave, up to and including the day of the funeral, without deduction of pay on each occasion of the death within Australia of a person as prescribed in subclause (c) of this clause.
- (b) The employee must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide to the satisfaction of the employer proof of death.
- (c) Bereavement leave shall be available to the employees in respect to a death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph (ii) of paragraph (c) of subclause (1) of clause 17, Personal/Carer's Leave, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (d) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (e) Bereavement leave may be taken in conjunction with other leave available under subclauses (2), (3), (4), (5) and (6) of the said clause 17. In determining such a request, the employer will give consideration to the circumstances of the employee and the reasonable operational requirements of the business.

## **24. Dismissal**

Except for misconduct, when payment shall be made not later than the next succeeding pay day an employee who is dismissed on a day, other than a pay day, shall be paid all wages and overtime due at the time of dismissal and for any time in excess of fifteen minutes the employee is kept waiting for payment the employee shall be paid at ordinary rates of wages prescribed by Table 1 of Part B.

## **25. First Aid**

- (i) Adequate first-aid appliances shall be kept on the premises of each employer and shall be maintained at all times ready for use.
- (ii) Note - See *Occupational Health and Safety Act 2000*.

## **26. Uniforms**

- (i) Where an employer requires an employee to wear a special establishment uniform the employer shall provide such uniform.
- (ii) If the employee is not allowed to take the uniform home to be laundered the employer shall be responsible for the laundering thereof.
- (iii) Not later than six weeks after the commencement of employment an employer shall supply to a permanent employee, upon request, safety footwear free of charge; such footwear shall remain the property of the employer, but it shall be a condition of the employment that the employee shall wear such safety footwear at all times whilst at work. "Worn out" safety footwear shall be replaced by the employer free of charge to the employee when an employer is satisfied that the safety footwear is worn out and the footwear being returned to the employer. On termination of the employment the employee shall upon request return the safety footwear issued to him in good order and condition, fair wear and tear accepted.

## **27. Morning Refreshment**

- (i) All employees shall be allowed a paid ten minute break between 8.30 a.m. and 11.00 a.m. for morning tea.
- (ii) Hot water and tea or coffee or cocoa, together with milk and sugar shall be provided by the employer for morning tea and at lunch time.

## **28. Protective Clothing**

Employees engaged on filling containers with ammonia or hot coffee essence shall be supplied with gloves which they shall wear.

## **29. Washing Times**

Employees engaged in gluing or pasting or whose hands come in contact with curry, cinnamon, phenyl, coffee or turmeric shall be allowed five minutes for washing before ceasing time on the termination of the day's work.

## **30. Jury Service**

An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on jury service.

An employee shall notify their employer as soon as possible of the date on which the employee is required to attend for jury service. Further the employee shall give their employer proof of such attendance, the duration of such attendance and the amount received in respect of such jury service.

### **31. Dusty Conditions**

Where an employee and their supervisor agree that work is of an unusually dusty nature the employee shall be entitled to be paid an amount as set out in Item 13 of Table 2 in addition to the ordinary rates of pay prescribed by this Award.

Any dispute over such work shall be dealt with in accordance with the disputes procedure in this Award.

### **32. Right of Entry**

See the *Industrial Relations Act 1996*.

### **33. Workplace Consultation**

The development of effective participative/consultative practices is important in the process of award restructuring and can lead to advantages for both employers and employees. It is therefore recommended that participative/consultative mechanisms at the enterprise level be implemented.

- (i) Consultative Mechanisms/Practices shall be implemented within each enterprise where agreement exists between employers and employees.
- (ii) The form, structure and method of implementing Consultative Mechanisms/Practices shall be determined at the enterprise level through negotiation between the employer, employees and where either party deems it appropriate, the Union. The Union shall where involved be represented in the consultation process by Shop Stewards.
- (iii) The Union agrees that at enterprises where Consultative Mechanisms/Practices are in place the parties may, by agreement, vary the application of designated award conditions referred to in this award. The Union shall be party to the ratification of any agreement but shall not unreasonably withhold such agreement where the employees genuinely agree.
- (iv) Where an enterprise does not have in place agreed Consultative Mechanisms/Practices current award provisions will apply unless otherwise varied in accordance with the award modernisation provisions of clause 9, Undertakings.
- (v) The Union reserves the right to advise its members as it deems appropriate on award issues under discussion.

The process of consultative practices is a mechanism through which employees can be involved in and positively contribute towards management decision making process. All decisions are encouraged to be reached through Consultative Mechanisms/Practices; however, managerial prerogative is acknowledged.

### **34. Enterprise Arrangements**

Parties -

- (1)
  - (a) As part of the Structural Efficiency exercise and as a on-going process for improvements in productivity and efficiency, discussion should take place at an enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and positive assistance in the restructuring process and to encourage consultation mechanisms across the workplace to all employees in an enterprise and consideration of a single bargaining unit in all multi-union/union award workplaces. Union delegates at the place of work may be involved in such discussions.

- (b) The terms of any proposed genuine arrangement reached between an employer and employee(s) in any enterprise shall, after due processing, substitute for the provisions of this award to the extent that they are contrary, provided that:
  - (i) a majority of employees affected genuinely agree;
  - (ii) such arrangement is consistent with the current State Wage Case principles.
- (c)
  - (i) Before any arrangement requiring variation to the award is signed and processed in accordance with subclause (2) of this clause details of such arrangements shall be forwarded in writing to the union or unions with members in that enterprise affected by the changes and the employer association, if any, of which the employer is a member. A union or an employer association may, within 14 days thereof, notify the employer in writing of any objection to the proposed arrangements including the reasons for such objection.
  - (ii) When an objection is raised, the parties are to confer in an effort to resolve the issue. Such applications are to be processed in accordance with the appropriate State Wage Case principles.

PROCEDURES TO BE FOLLOWED -

- (2) Such enterprise arrangements shall be processed as follows:
  - (a) All employees will be provided with the current prescriptions (eg, award, industrial agreement or enterprise arrangement) that apply at the place of work.
  - (b)
    - (i) Where an arrangement is agreed upon between the employer and employees or their authorised representative at an enterprise, such arrangement shall be committed to writing.
 

Where the arrangement is agreed upon between the employer and an absolute majority of permanent employees under this award at an enterprise, such arrangement shall be committed to writing.
    - (ii) The authorised representative of employees at an enterprise may include a delegate, organiser or official of the relevant union if requested to be involved by the majority of employees at the establishment.
  - (c) The arrangement shall be signed by the employer, or the employer's duly authorised representative, and the employees or their authorised representative with whom the agreement was reached.
  - (d) Where an arrangement is objected to in accordance with subparagraph (i) of paragraph (c) of subclause (1) of this clause and the objection is not resolved, an employer may make application to the Industrial Relations Commission of New South Wales to vary the award to give effect to the arrangement.
  - (e) The union and/or employer association shall not unreasonably withhold consent to the arrangement agreed upon by the parties.
  - (f) If no party objects to the arrangement, then a consent application shall be made to the Industrial Relations Commission of New South Wales to have the arrangement approved and the award varied in the manner specified in paragraph (g) of this subclause.

- (g) Where an arrangement is approved by the Industrial Relations Commission and the arrangement is contrary to any provisions of the award, then the name of the enterprise to which the arrangement applies, the date of operation of the arrangement, the award provisions from which the said enterprise is exempt and the alternative provisions which are to apply in lieu of such award provisions (or reference to such alternative provisions), shall be set out in a schedule to the award.
- (h) Such arrangement when approved shall be displayed on a notice board at each enterprise affected.
  - (i) No existing employee shall suffer a reduction in entitlement to earnings, award or overaward, for working ordinary hours of work as the result of any kind of award changes made as part of the implementation of the arrangement.

### **35. Redundancy**

- (i) Application -
  - (a) This clause shall apply in respect of full-time and part-time employees.
  - (b) This clause shall only apply to employers who employ 15 or more employees immediately prior to the termination of employment of employees.
  - (c) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
  - (d) Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.
- (ii) Introduction of Change -
  - (a) Employer's Duty to Notify -
    - (1) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.
    - (2) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
 

Provided that where the award makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.
  - (b) Employer's Duty to Discuss Change -
    - (1) The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in paragraph (a) above, the effects the changes are likely to have on employees and measures to avert or mitigate the

adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

- (2) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Paragraph (a) of this sub-clause.
- (3) For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iii) Redundancy -

(a) Discussions Before Terminations.

- (1) Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to subparagraph (1) of paragraph (a) of subclause (ii) above, and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.
- (2) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subparagraph (1) of this subclause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (3) For the purposes of the discussion, the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

(iv) Termination of Employment -

(a) Notice for Changes in Production, Programme, Organisation or Structure - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "programme", "organisation" or "structure" in accordance with sub-clause (ii)(a)(1) above.

- (1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (2) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- (3) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (b) Notice for Technological Change - This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance with subclause (ii)(a)(1) above:
  - (1) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.
  - (2) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (3) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, the *Annual Holidays Act 1944*, or any Act amending or replacing either of these Acts.
- (c) Time Off During the Notice Period -
  - (1) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
  - (2) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.
- (d) Employee Leaving During the Notice Period - If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.
- (e) Statement of Employment - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.
- (f) Notice to Appropriate Government Agency - Where a decision has been made to terminate employees, the employer shall notify Appropriate Government Agency thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (g) Department of Social Security Employment Separation Certificate - The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Department of Social Security.
- (h) Transfer to Lower Paid Duties - Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) of subclause (ii) above, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

(v) Severance Pay -

(a) Where an employee is to be terminated pursuant to subclause (iv) above, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

(1) If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Under 45 Years of Age	Years of Service Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

(2) Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

Years of Service	45 Years of Age and Over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(3) 'Weeks Pay' means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances provided for in the relevant award.

(b) Incapacity to Pay - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above.

The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in subclause (i) above will have on the employer.

(c) Alternative Employment - Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (a) above if the employer obtains acceptable alternative employment for an employee.



- (vi) Savings Clause - Nothing in this award shall be construed so as to require the reduction or alteration of more advantageous benefits or conditions which an employee may be entitled to under any existing redundancy arrangement, taken as a whole, between the union and any employer bound by this award.

### **36. Anti-Discrimination**

- (1) It is the intention of the parties bound by this award 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 award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award 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*;
  - (d) a party to this award 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 the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **37. Superannuation**

#### DEFINITIONS -

- (a)
  - (i) "Fund" - In this clause, all reference to "fund" shall mean the Milling and Associated Industries Superannuation Fund (the MAIS fund) at sites providing occupational superannuation prior to 1 July 1991; or, the Labour Union Co-Operative Retirement Fund (LUCRF) at sites introducing Occupational Superannuation on or after 1 July 1991.

- (ii) "Ordinary-time earnings" - In this clause, the term "ordinary-time earnings" shall mean the award classification rate, including supplementary payments where relevant, overaward payments and shift work loadings.
- (iii) "Approved superannuation scheme" - For the purpose of this clause, "approved superannuation scheme" means a scheme approved in accordance with the Commonwealth's operational standards or occupational superannuation funds.

#### EMPLOYER CONTRIBUTIONS -

(b)

- (i) In addition to other payments provided for under this award, the employer shall make a superannuation contribution to the fund on behalf of eligible employees of an amount equivalent to three per cent of the employee's ordinary time earnings.
- (ii) Payment shall be made on a monthly basis and cover pay periods completed in that time.
- (iii) The majority of employees in an establishment will determine the appropriate fund for that establishment prior to 1 July 1991, after which time the Labour Union Co-operative Retirement Fund (LUCRF) shall be the only defined fund.

#### ELIGIBILITY -

(c)

- (i) Employers shall only be required to make contributions in accordance with this clause in respect of employees who have been employed by the employer continuously for a period of three months.
  - (ii) Contributions for casual employees will be made at the end of each calendar month, calculated at three per cent of all earnings during the month; provided that, if a casual employee's hours are less than 12.5 hours in any week, the employer shall not be required to make any contribution.
  - (iii) Employees who become eligible to join the fund shall, in addition to contributions under subclause (b) hereof, be entitled to a once only contribution by the employer to the fund in respect of the qualifying period. Such contributions shall be equivalent to contributions under subclause (b) hereof.
- (d) Employer's Contribution During Leave Without Pay - Where an employee is absent on leave without pay, whether or not such leave is approved, no contribution from the employer shall be due in respect of that employee in respect of the period of unpaid absence.

#### EMPLOYEE CONTRIBUTIONS -

(e)

- (i) Employees who wish to make contributions to the fund additional to those being paid by the employer pursuant to subclause (b) hereof, shall be entitled to authorise the employer to pay into the fund from the employee's wages amounts specified by the employee.
  - (ii) Employee contributions to the fund requested under this subclause shall be made in accordance with the rules of the fund.
- (f) Cessation of Contributions - The obligation of the employer to contribute to the fund in respect of an employee shall cease on the last day of such employee's employment with the employer.
- (g) Employer's Failure To Participate In Fund - Where an employer has failed to make application to participate in the fund, the employer shall make application to participate in the fund and, upon

acceptance by the trustees, shall make a once only contribution to the fund in respect of each eligible employee equivalent to the contributions which would have been payable under this clause had the employer made application to participate in the fund and been accepted by the trustees prior to 1 July 1991.

#### FUND MEMBERSHIP -

(h)

- (i) An employer shall, within fourteen days of an employee becoming eligible for contributions as described in subclause (c) hereof, inform each eligible employee of the availability of superannuation entitlements and offer such employee the opportunity to join the fund.
- (ii) Such offer shall be made in writing by the employer and shall, if not accepted, be rejected in writing by the employee. Contributions made by the employer shall only begin from the date when the employee applied to join the fund.
- (iii) Where an employee, after being made aware of the superannuation entitlement by the employer, refuses to become a member of the fund, the employer will not make contributions in accordance with subclause (c) hereof.

#### EXCLUSIONS -

(i)

- (i) an employer making a three per cent contribution (or more) to an approved superannuation scheme for employees under this award prior to 1 July 1991 is automatically excluded from the provisions of this clause.
  - (ii) Other than as provided in paragraph (i) hereof, no employer shall be excluded from the operation of this clause on the basis of existing voluntary superannuation arrangements.
- (j) Standards of Proof - Where doubt exists as to whether contributions were made in accordance with subclause (i), prior to 1 July 1991, the provision of the statutory declaration by the employer shall be deemed to be prima facie evidence of the date of the operation of the contributions.
- (k) Exemptions - An individual employer, other than an employer covered by subclause (i) may make application for exemption from the requirement to pay contributions to the fund pursuant to this clause.

The Commission may grant such exemption having regard to the following procedures and circumstances:

- (i) Provided that leave is reserved to any employer to apply for exemption from this clause on the grounds of the standards of existing arrangements provided by the employer as at 1 July 1991.
- (ii) It is further provided that in circumstances where the union is concerned about a fund established on or after the commencement date of this clause, it may challenge the suitability of that fund. In the event of dispute between the parties in the application of this exemption clause, the matter shall be referred to the Commission for resolution. During the period required to obtain such a resolution, work shall continue as normal.

(NOTATION: Employees covered by this award are also covered by the provisions of the *Superannuation Guarantee Charge Act 1992 (Cth.)* and the *Superannuation Guarantee (Administration) Act 1992 (Cth.)* and complimentary legislation. Nothing in this notation, however, shall be used to reduce any benefits enjoyed by employees as at the date of making this award.)

### 38. Area, Incidence and Duration

- (a) It shall apply to all persons engaged or employed within the jurisdiction of the Starch and Condiment Makers, & c. (State) Industrial Committee.
- (b) This award is made following a review under Section 19 of the *Industrial Relations Act 1996* and rescinds and replaces the Grocery Products Manufacturing (State) Award published 23 April 1999 (309.I.G. 42) and all variations thereof.
- (c) The award published 23 April 1999 took effect from the beginning of the first pay period to commence on or after 5 March 1998 and the variations incorporated therein on the dates set out in the attached Schedule A.
- (d) The changes made to the Award pursuant to the Award Review pursuant to Section 19(6) of the *Industrial Relations Act 1996* and Principle 26 of the Principles for Review of Awards made by the Industrial Relations Commission of New South Wales on 18 December 1998 (308 I.G. 307) are set out in the attached Schedule B and take effect on 20 February 2001.
- (e) This Award remains in force until varied or rescinded, the period for which it was made being already expired.

### SCHEDULE A

#### Awards and Variations Incorporated

Clause	Award/Variation Serial No.	Date of Publication	Date of Taking Effect	Industrial Gazette	
				Vol.	Page
Grocery Products Manufacturing (State) Award	B6565	23 April 1999	First Pay Period From: 5 March 1998	309	42
5B, Table 1, Table 2	B6872	1 October 1999	First Pay Period From: 14 October 1998	310	1217
Table 1 - Erratum	B7611	19 November 1999		312	297
3D	B8034	31 March 2000	First Pay Period From: 3 June 1999	314	800
5B, Table 1, Table 2	B8581	20 April 2000	First Pay Period From: 14 October 1999	315	34
17	B9040	28 April 2000	First Pay Period From: 10 December 1998	315	437
5B, Table 1, Table 2	B9594	1 December 2000	First Pay Period From: 14 October 2000	320	1031

## SCHEDULE B

### Changes Made on Review

**Date of Effect: 20 February 2001**

- (1) Provisions Modified: Grocery Products Manufacturing (State) Award

CLAUSE	Previous Form of Clause Last Published at:	
	I.G. Vol.	Page
AWARD: Grocery Products Manufacturing (State) Award		
1	309	42
2	309	42
3	309	42
3D	314	800
4	309	42
5	309	42
5B	320	1031
6	309	42
7	309	42
8	309	42
9	309	42
10	309	42
11	309	42
12	309	42
13	309	42
14	309	42
15	309	42
16	309	42
17	315	437
18	309	42
19	309	42
20	309	42
21	309	42
22	309	42
23	309	42
24	309	42
25	309	42
26	309	42
27	309	42
28	309	42
29	309	42
30	309	42
31	309	42
32	309	42
33	309	42
34	309	42
35	309	42
36	309	42
37	309	42
38	309	42
TABLE 2	309	42

(2) Provisions Removed:

Award	Clause	Previous Form of Clause Last Published at:	
		I.G. VOL.	PAGE
Grocery Products Manufacturing (State) Award	5(iv)(a)	309	42

**PART B**

**MONETARY RATES**

**Table 1 - Wages**

**DIVISION 1 - CONDIMENTS**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Rice, Oatmeal, Barley, Split Peas or Mustard Miller	424.90	439.90
Operator Rice Par Boiler	424.90	439.90
Assistant Operator Rice Par Boiler	414.00	429.00
Assistant Miller	414.00	429.00
Rice Fumigator	414.00	429.00
Assistant Rice Fumigator (Certified)	402.30	417.30
Coffee, Chicory, Malt or Peanut Roaster	414.00	429.00
Coffee Roaster After 18 Months' Continuous Service or Cumulative Service	417.80	432.80
Man in Charge of Vacuum Pan Making Coffee Essence	414.00	429.00
Condiment Miller	407.50	422.50
Icing Sugar Miller	407.50	422.50
Man in Charge of Bulk Stores	407.50	422.50
Drying Man and Stove Man	406.00	421.00
Presser and Bran Tub Man	403.30	418.30
Kilnman	402.30	417.30
Packerman	398.00	413.00
Rice Tipper - Tallying Off	397.40	412.40
Stacker - Over 7 High	402.30	417.30
Loader	396.60	411.60
Loader - Murrumbidgee Irrigation Area	402.30	417.30
Pulveriser Operator - Rollerman	406.00	421.00
Mustard Blender	414.00	429.00
Mustard Siever	403.30	418.30
Mustard Seed Cleaner	403.30	418.30
Mustard Dryer	403.30	418.30
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 2 - CEREAL FOODS**

**SECTION A - MACARONI, VERMICELLI OR SPAGHETTI**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Macaroni, Vermicelli or Spaghetti Plant - Man in Charge	425.00	440.00
Machine Operator	401.20	416.20
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**SECTION B - OTHER CEREAL FOODS**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum award Rate Per week 14 October 2000 \$
Miller and/or Rollerman	411.00	426.00
Ovensman, Stoveman, Cooker, Dressing Room and Drying Room Man	411.00	426.00
Pressman and/or Moulder	403.30	418.30
Packerman	398.00	413.00
Wheat Cleaner	397.40	412.40
Corn Mill Operator	424.90	439.90
Silo Operator	413.20	428.20
Flavourman	411.00	426.00
Man Working at Silos	397.40	412.40
Puffing Tower Operator	423.10	438.10
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 3 - JELLIES, PUDDINGS, CUSTARDS, SELF-RAISING FLOUR AND CAKE MIXES**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Man actually engaged in mixing from a formula the ingredients for custard powder, jelly blending, baking powder, puddings, self-raising and cake mixes and who in addition may be in charge of employees doing such work	414.00	429.00
Machine Operator Maintenance	414.00	429.00
Flour Tipper	398.00	413.00
Adequate Weighter	398.00	413.00
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 4 - NOODLES AND SOUP POWDERS**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Cooker	397.60	412.60
Drum Dryer Operator	397.60	412.60
Man actually engaged in mixing from a formula ingredients for noodles and soup powders	414.00	429.00
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 5 - BOOT, FLOOR AND STOVE POLISHES**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Man in Charge of One or More Persons	412.50	427.50
Paste Maker	399.50	414.50
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 6 - DRUGS**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Miller	425.40	440.40
Assistant Miller	410.20	425.20
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**DIVISION 7 - MISCELLANEOUS**

Classifications	Former Award Rate Per Week 14 October 1999 \$	Minimum Award Rate Per Week 14 October 2000 \$
Combined Miller	419.90	434.90
Stone Dresser	419.90	434.90
Fork Lift Driver	408.10	423.10
All Other Employees	389.60	404.60

**JUNIORS**

Classifications	Percentage of Wages of all Other Employees (to the nearest 5 cents)
Under 16 Years of Age	57
At 16 and Under 17 Years of Age	60
At 17 and Under 18 Years of Age	69
At 18 Years of Age	Full Adult Pay



**Table 2 - Other Rates and Allowances**

Item No.	Clause No.	Subject	Amount \$
1	7(i)	Shift Work - Day, Afternoon, Night	43.99 per week
2	7(ii)	Shift Work - Day, Night	43.99 per week
3	7(iii)	Shift Work - Afternoon, Night	64.97 per week
4	7(iv)	Shift Work -Afternoon	64.97 per week
5	7(v)	Shift Work - Night	97.48 per week
6	7(vi)	Shift Work - Change of Shift	22.63 per week
7	8(iii)	Leading Hands	3.47 per day
8	8(iv)(a)	Mill Hand - making mustard	1.98 per shift
9	8(iv)(b)	Grinding Chillies	64 cents per hour
10	8(iv)(c)	Packing/Unpacking	94 cents per day
11	11(iv)	Meal Allowance - more than two hours overtime	5.30 (1st meal)
12	11(iv)	Meal Allowance - six hours or more overtime	4.40 (2nd meal)
13	31	Dusty Conditions	2.10 per shift
14	4(e)(i)	Payment for Meal Break on Day Shift Where Mill Runs Two Shifts	1.70 per shift

F. MARKS J.

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**STARCH AND CONDIMENT MAKERS & c. (STATE) INDUSTRIAL  
COMMITTEE**

**INDUSTRIES AND CALLINGS**

Employees Employed in:

- grain (other than wheaten flour);
- cereal food and starch mills;
- coffee mills;
- wholesale grocery stores and factories;

As well as Employees Engaged in:

- the manufacture of stove, boot and floor polishes;
- the manufacture of macaroni, vermicelli, spaghetti, cake and pudding mixes;
- the manufacture of hydrolysed vegetable protein, noodles, soup powders or tablets, junket powders or tablets, caramel powder, glucose, dextrin and self-raising flour;
- the handling or putting up of honey, butter (not in butter factories), processed cheese (not other cheese factories) and junket tablets;

the manufacture of cream of tartar, tartaric acid and any by-products thereof

As Well As Employees Engaged In or About;

the grinding of drugs and spices;

As Well As Employees Engaged As Or With:

condiment makers, chicory roasters, malt roasters, peanut roasters, custard mixers and jelly blenders;

excepting:

Engine drivers and firemen, greasers, trimmers, cleaners and pumpers engaged in or about the driving of engines;

and excepting:

drivers of motor bikes and other motor or power-propelled vehicles used for the carriage of articles of merchandise;

and excepting:

those employees within the jurisdiction of the Jam, Vinegar, Sauce &c. Manufacture (State) Industrial Committee;

and excepting:

employees employed by milk vendors

and excepting;

the County of Yancowinna.

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