

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/245

TITLE: Golden Bake Agreement (No 3)

I.R.C. NO: 99/4050

DATE APPROVED/COMMENCEMENT: 26 August 1999

TERM: Expires 10 December 2000

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all apprentices and trades declared for the purposes of the Industrial and Commercial Training Act 1989 and all other classes of employees of Quality Bakers Australia Limited within the jurisdiction of the Pastymakers (State) Conciliation Committee, located

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PARTIES: Quality Bakers Australia Limited (trading as Golden Bake) -&- National Union of Workers, New South Wales Branch

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Appendices

- I Rates of Pay (Table 1)
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1. **TITLE** *

This Agreement shall be referred to as the Golden Bake Agreement (NO. 3) and is hereafter referred to as "the Agreement".

2. **PREAMBLE**

The Agreement is the result of co-operative discussions between all the parties and has not been entered into by any party under duress.

i. **Overall Objective**

The central aim of this Agreement is to improve the productive performance of all areas of the Company.

To achieve this, it is recognised that management, the Union (NUW) and employees need to continue to build on their commitment to a consultative and participatory approach in the workplace.

There will be two consultative bodies:

a) Joint Consultative Committee

b) Occupational Health and Safety Committee - as per the requirements of the *Occupational Health and Safety Act (NSW) 1983*.

The Joint Consultative Committee's overall purpose is to provide an environment in which two way communication may be improved between the parties, where employees are able to express their point of view and have the opportunity to influence decision making by utilising management and employee knowledge and experience.

ii. **Strategy**

The parties agree to the achievement of improved performance throughout the functional areas of the Company with ultimate aim of matching and surpassing performances achieved by international manufacturing leaders and to provide remuneration to employees which acknowledge those achievements.

This will be accomplished by addressing the entire production system, the organisational structure, the plant, the equipment, the people (management and employees) that combine to conceive, develop, produce, market and deliver the Company's goods to the customer.

✱ iii. **Critical Success Factors**

Critical success factors are essentially the following:

- Quality
- OH&S
- Waste
- Output

✱ iv. Provide broader career paths for all employees based on skills and competencies and the contribution they make to the business performance.

3. **PARTIES BOUND & RELATIONSHIP TO PARENT AGREEMENT**

(i) This Agreement shall be binding upon the following:

- a) Quality Bakers Australia Limited (trading as Golden Bake) A.C.N. No. 004 205 449 (henceforth referred to as "the Company") whose place of business under this Agreement is Homepride Avenue, Liverpool NSW;
- b) The National Union of Workers (NSW Branch);
- c) All apprentices and trades declared for the purposes of the *Industrial and Commercial Training Act 1989* by the *Industrial and Commercial Training (Declared Trades and Declared Callings) Orders 1989* and all other classes of employees of Quality Bakers Australia Limited within the jurisdiction of the Pastrycooks (State) Conciliation Committee (henceforth referred to as "the employees").

(ii) Relationship to Parent Agreement

This Agreement shall prescribe all terms and conditions of employment for the employees, and shall be read in conjunction with the Pastrycooks (State) Award.

4. **DURATION**

This Agreement shall take effect from the beginning of the first full pay period commencing on or after the date of ratification by the Commission and shall remain in force until 10 December 2000.



5. **DEFINITIONS**

✱

- i. Weekly employee - means a full-time or a part-time employee.
- ii. Full-time Employee - means an employee employed by the week to work a standard roster of hours of no less than an average of 38 hours per week.
- iii. Part-time Employees - means an employee employed by the week to work on a standard roster of hours of less than 30 hours per week (with a minimum of 12 hours per week).
- iv. Casual Employee - means an employee employed by the hour, provided that casuals may be paid through the weekly pay process.
- v. Leading Hand - means an employee appointed as such by the Company and who, while working under supervision, gives instruction to and/or is responsible for work done by the other employees.
- vi. Association - means the Baking Industry Association (New South Wales Employers).
- vii. Apprentice - means the Baking Industry Association (New South Wales Employers).
- viii. Seasonal Employee - means an employee who may be engaged for a specified fixed terms in order to meet peak or seasonal demands, for special projects, to cover longer term absences such as Parental leave, or when a special need arises.

6. **CONTRACT OF EMPLOYMENT**

✱

- i. Employees shall be engaged on a full-time, part-time or casual basis. The parties agree that, where possible, full-time employment is preferable. It is recognised however that, because of the seasonality of our business other types of engagement may be necessary from time to time.
- ii. A probationary period of twelve (12) weeks will be applied to all new employees, other than casuals. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the Company with the giving of two days notice.



- iii. On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.
- iv. Casual employees who are offered permanent employment shall have the period of their probationary employment reduced by the quantum of time employed as a casual.

7. TERMINATION OF EMPLOYMENT

Notice of Termination by Company

- i. The employer must not terminate an employee's employment unless:
 - a) the employee has been given either the period of notice required by subsection (ii.) below, or compensation instead of notice; or
 - b) the employee is guilty of serious misconduct that is, misconduct of a kind such that it would be unreasonable to require the Company to continue the employment during the notice period.
- ii. The required period of notice shall be:

| Employees period of continuous service with the Company: | Period of Notice: |
|--|-------------------|
| Not more than 1 year | 1 week |
| More than 1 but less than 3 years | 2 weeks |
| More than 3 years but no more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |

- iii. Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

Notice of Termination by Employee

- i. Employment may be terminated by the employee by giving one week's notice to the Company, at any time during the week, or by the forfeiture of one week's wages in lieu thereof.
- ii. The period of notice may be waived with the mutual agreement of both parties.
- iii. When employment is terminated wages and any other payments due shall be paid at the completion of the last week of employment.
- iv. Except when absent on approved paid leave, an employee not attending for duty shall lose pay for the actual time of such non-attendance.

8. CLASSIFICATIONS. PASTRY AND BAKING INDUSTRY EMPLOYEE

Level 6 (82% of Level 3)

A Level 6 Employee undertakes induction training for a period of up to three months which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control/assurance.

An employee at this level performs routine and repetitive duties, essentially of a manual nature, to the level of his/her training. A Level 6 employee:

- (1) performs general labouring and cleaning duties, including tidying of work area, stacking of crates, removing rubbish, etc;
- (2) exercises minimal judgement;
- (3) works under direct supervision;
- (4) maintains sanitation/hygiene of work area;
- (5) demonstrates good housekeeping procedures;
- (6) undertakes structured training so as to enable him/her to progress to higher levels.
- ✱ (7) must be aware of and carry out basic OH&S principles.
- ✱ (8) read and follow Standard Operating Procedures (SOP).

Level 5 (87% of Level 3)

A Level 5 Employee has completed structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level performs work above and beyond the skills of Level 6 employee and to the level of his/her training. A Level 5 employee:

- (1) works under routine supervision or instruction, either individually or in a team environment;
- (2) understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults;

* Deleted (3)

A Level 5 employee must also be capable of the following:

- performing general product handling;
- performing labouring and cleaning duties;
- performing icing, piping, creaming, filling shaping and wrapping of pastry and bakery products;

Indicative of the tasks which an employee at this level may perform include the following:

- monitoring line operation at a work station for quality consistency (where relevant); packing products for the purpose of transport or sale;
- repetition work on automatic, semi-automatic or single purpose machines or equipment;
- use of selected hand tools;
- keeping of simple records;
- using of hand trolleys and pallet;
- routine repetitive tasks;
- basic internal/external customer service and liaison;
- maintenance of sanitation/hygiene of work area; and
- awareness of hygiene and importance of microbiological contaminant.

Level 4 (92.4% of Level 3)

A Level 4 Employee has a general knowledge of the employer's operations as it relates to production or packing processes. Such an employee shall be trained and capable of operating flexibility on more than one work station.

A Level 4 Employee performs work above and beyond the skills of an employee at Level 5 and to the level of his/her training. A Level 4 Employee:

- 1) is responsible for the quality of his/her own work subject to routine supervision;
- 2) works under routine supervision either individually or in a team environment;
- 3) exercises discretion within his/her level of skill and training;
- 4) is trained to operate machinery and equipment required in the performance of his/her work.

A Level 4 employee must also be capable of the following:

- * • understanding the dividing operation and operating machinery; performing weighing, mixing, baking, ornamenting, decorating or rolling pastry or dough;
- understanding the moulding process and is able to set and adjust; recognise and weighing of a restricted range of ingredients of a repetitive nature.

Indicative of the tasks which an employee at this level may perform are the following:

- Receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), delivering, documenting and recording of goods, materials and components;
- basic inventory control in the context of a production process;
- basic keyboard skills;
- boiler attendant;
- * • ability to assess product quality and maintain basic statistical records; and assist in the provision of on the job training e.g. through the buddy system.

Level 3 (1 00% of Level 3)

A Level 3 Employee is an employee who holds a Baking Industry Trade Certificate, or is an employee of equivalent standing, who has a sound knowledge of the employer's operations as it relates to production or packing processes. Such an employee shall be trained and capable on operating flexibly of more than one work station under limited supervision.

A Level 3 employee must also be capable of the following:

- recognising and weighing ingredients; monitoring batch quality and adjusting accordingly;
- operating computerised machinery;
- understanding the final proof process and operating machinery;
- understanding the baking process and operating machinery.

Indicative tasks performed at this level are:

- machine setting, loading and operation on more than one machine;
- basic quality checks on work of others;
- lubrication of machinery and equipment;
- * • assistance in provision of on-the-job training to SOP requirements;
- recognition and identification of quality faults or machine operation faults, rejection of sub-standard products.

Level-2 (105% of Level 3)

A Level 2 Employee is an employee, who may hold a Baking Industry Trade Certificate, is required to exercise skills and knowledge above and beyond an employee at Level 3, and performs to his/her level of training. A Level 2 Employee:

- understands and applies quality control techniques;
- exercises good interpersonal communication skills;
- exercises keyboard skills;
- exercises discretion within the scope of this grade;
- performs work under limited supervision either individually or in a team environment;
- performs work which, while primarily involving the skills of the employer's training, is incidental or peripheral to the primary task and facilitate the completion of the whole task, such incidental or peripheral work would not require additional formal technical training;
- is able to inspect products and/or materials for conformity with established operational standards;
- is able to evaluate, analyse and recommend changes to work station problems and procedure.

A Level 2 employee has a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibility throughout the production area, including dough making.

Level 1(110% of Level 2)

A Level 1 Employee, who may hold a Baking Industry Trade Certificate, may be responsible for task allocation, work scheduling within a plan, training staff, work performance of staff and recommendations for engagement, termination or promotion of staff. Such an employee exercises skills, knowledge and discretion above and beyond a Level 2 employee, and to the level of his/her training.

Indicative tasks performed at this level are:

- is able to set up, operate and adjust all machinery and equipment relevant to his/her work area;
- provides guidance and assistance as part of a work team;
- exercises discretion within the scope of this level;
- works under general supervision either individually or in a team environment; *understands and implements quality control techniques.*

Employees of this level must hold trade or equivalent qualifications; being responsible for an operational section. Employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (ie equal standard to each operator).

9. **HOURS OF WORK**

- i. Subject to Clause 9A below, the ordinary hours of work for employees, other than part-time employees, shall not be less than an average of thirty eight (38) per week.

The change will be reviewed at the end of an agreed period. This review will include Occupational Health & Safety considerations.

- ii. The ordinary hours of work prescribed herein may be worked on any day Sunday to Saturday.
- iii. Subject to Clause 9A and (viii) below, the ordinary hours of work shall be worked on not more than five consecutive days per week provided that by agreement between the employer and the majority of employees affected, the ordinary hours of work may be worked over non-consecutive days of the week.

- *iv. Subject to Clause 9A below, the ordinary daily hours of work shall be:

- not less than 4 hours nor more than 12 hours per day;

- vi. Circumstances may arise where different work rosters will apply to various groups or sections of employees in the Bakery.

- vii. The ordinary hours of work prescribed herein shall be worked continuously except for meal breaks.

9A **PROCEDURE FOR THE INTRODUCTION OF SHIFTS OVER 10 HOURS OR OVFR MORE THAN 5 SUCCESSIVE DAYS**

Flexibility in the designated patterns of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments. The parties to this Agreement are committed to the following procedure for the introduction of shifts in excess of ten hours and up to twelve hours, and/or of rosters incorporating more than five successive working days:

- i. The Company will provide information on the causes of and nature of the proposed changes including Occupational Health and Safety considerations and all aspects of the proposed change will be fully discussed with all affected employees.
- ii. No roster will be introduced under the provisions of this clause unless each employee required to work under the proposed new roster agrees to its introduction. Furthermore, no roster will be introduced under the provisions of this clause where doing so would make it economically and /or organisationally non-viable for those employees in the affected section who wish to do so to continue working under their current roster/s.



- iii. The change will be reviewed at the end of an agreed period. This review will include Occupational Health & Safety considerations.
- iv. Rostered ordinary hours of work shall not exceed fifty (50) in any seven day period. Each roster shall provide an average of at least two rest days for each seven days covered by the full roster cycle, with each rest period normally being a minimum of two consecutive days.
- v. A twenty minute paid crib break is to be taken between the eighth and tenth hours of any twelve hour shift at a time mutually agreed between the employees and the Company.
- vi. Any dispute arising from these arrangements shall be processed through the *Disputes Procedures* outlined in Clause 24 of this Agreement.
- vii. Following the review of new arrangements, new employees may be engaged under the above work roster arrangements provided that the roster details are provided prior to the acceptance of the position.
- viii. The Union shall be provided with full details when such rosters are implemented.

9B FLEXIBLE LEAVE BANK SYSTEM

The intention of the Flexible Leave Bank System is to provide permanent employees with paid time off to attend to personal or other matters, and to provide greater choice to employees for the taking or cashing in of accumulated hours worked. The principles of the Flexible Leave Bank System are as follows:

- i. At the commencement of this Agreement, all permanent employees shall decide whether or not they wish to participate in the Flexible Leave Bank System. Employees shall be given the opportunity to make a similar election at the end of 12 months.
- ii. Notwithstanding (I) above, all existing entitlements to Rostered Days Off will be converted to this system at the date of ratification of this Agreement and at the hourly rates payable under this Agreement.
- iii. Credits for the Flexible Leave Bank will accrue by deducting 5% from each employee's ordinary time wages (inclusive of all ordinary time penalties and all purpose allowances by exclusive of overtime payments) and by crediting the amount deducted to the employee's Flexible Leave Bank.

✳ For example: If you work 40 hours each week, you will receive your normal pay for 38 hours and the other 2 hours will be put into your leave "bank".

- iv. An employee and his/her supervisor may mutually agree to the taking of Flexible Leave at any time, for any purpose, and over any desired period.
- v. Where mutual agreement cannot be reached then, subject to sub-clause (vii) below, leave of one or more complete days, up to the amount accumulated in an employee's Flexible Leave Bank, shall be granted to the employee upon 14 days written notice being given to the employer. A period of 14 days written notice shall also be required for the cashing in of credits held in an employee's Flexible Leave Bank.
- vi. Credits taken in the form of leave will be deducted from the employee's leave bank at the appropriate hourly rate including all ordinary time penalties and all purpose allowances, so that an employee taking leave under the provisions of this clause shall receive the same ordinary time payment as he/she would have received had the leave not been taken.
- vii. Management may specify minimum staffing requirements for each work section so that there is minor disruption to the operational processes, provided that the minimum shall not be more than 85% of full time equivalent employees engaged in that section. If such a minimum is specified then an employee may be refused access to Flexible Leave where granting that leave would cause the staffing level in the employee's section to fall below the specified minimum, even though 14 days written notice has been given. Employees who are refused leave under this provision shall be given priority when the staffing level in their section recovers. The parties accept that additional levels of casual employees may be initially required to supplement and support existing employee resources.
- vii. During the first pay week in June each year, all credits in excess of \$2,000 will be paid out to full time employees, and all credits in excess of \$1,000.00 will be paid out to part time employees.
- ix. The minimum amount of credit that may be cashed at any one time is \$200.00 by full time employees, and \$100.00 by part time employees.
- x. No leave loading is paid on leave taken under the Flexible Leave Bank.
- xi. The Flexible Leave Bank will be administered by the Pay Department. All accrued credits will be recorded in the employee's Flexible Leave Bank via the current time sheet arrangement. Wages slips will display an employee's available credits each week.



- xii. Where an employee ceases employment with the Company any credits owing to that employee shall be paid out upon termination.
- xiii. Grievances or disputes regarding the Flexible Leave Bank arrangements will be resolved through the *Disputes Procedure* process detailed in Clause 24 of this Agreement.
- xiv. Credits will continue to be deducted during periods of paid leave in accordance with (iii) above (except for periods of Workers Compensation Leave).

10. OVERTIME

- i. All time worked in excess of the daily rostered hours prescribed by Clause 9, Hours of Work, shall be overtime and paid as follows:
 - (a) Full-time Employees: Time and one-half for the first 6 hours and double time thereafter, calculated on a weekly basis.
 - (b) Part-time and Casual Employees: Time and one-half for the first 2 hours and double time thereafter, calculated on a daily basis.
- ii. When overtime is worked, it shall, wherever reasonably practicable, be so arranged that an employee shall have at least 10 consecutive hours off duty between the work on successive days.

If on the instruction of the employer such an employee resumes or continues work without having such 10 consecutive hours off duty the employee shall be paid at double time until the employee has 10 consecutive hours of duty without loss of pay for ordinary hours occurring during absence.

* iii. Time Off in Lieu of Payment for Overtime

An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

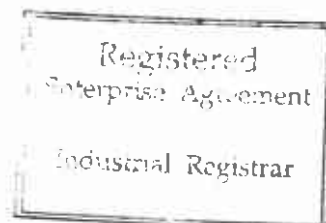
Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

If, having elected to take time as leave, in accordance with paragraph 1 of this sub-clause (iii), the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) months period or on termination.

11. RATES OF PAY

See Table 1 of Appendix

* Key Performance Indicators (Clause 12) Deleted.



12. ALLOWANCES

✱

- i. (a) **Day Shift**
1. means any shift of ordinary hours which commences at or after 2.00am and finishes at or before 6.00pm.
 2. shall be paid at the rate of 30% above the ordinary rate of pay for time worked between 2.00am and 5.00am.
- (b) **Afternoon Shift**
1. means any shift of ordinary hours that finishes after 6.00pm and at or before midnight.
 2. shall be paid at the rate of 15% above the ordinary rate of pay for the whole of the shift.
 3. does not include a day shift that is working overtime.
- (c) **Night Shift**
1. means any shift of ordinary hours that finishes subsequent to midnight and at or before 8.00am; or
 2. any shift of ordinary hours commencing subsequent to midnight and at or before 2.00am;
 3. shall be paid at the rate of 30% above the ordinary rate of pay, for the whole of the shift.
 4. does not include an afternoon shift that is working overtime.
- ii. **Saturday Work:** All time worked on Saturday shall be paid at the rate of time and one-half for the first 4 double time thereafter, with a minimum payment of 4 hours for each start.
- iii. **Sunday Work:** All time worked on Sunday shall be paid at the rate of double time, with a minimum payment of 4 hours for each start.
- iv. **Public Holiday Work:** All time worked on a Public Holiday shall be paid at the rate of double time and one-half, with a minimum payment of 4 hours for each start.
- v. **Leading Hands:** An employee appointed by the employer as a leading hand shall receive in addition to the appropriate rate of pay for the employees classification the allowance as per item 5 of Table 2 of Appendix 1.
- vi. **Freezer:** An employee who during the course of employment is mainly required to work in freezers shall be paid as per item 4 of Table 2 of Appendix 1.

In addition, an employee required to work in temperatures below 7.2 degrees Celsius shall be provided with suitable headgear, gloves and protective clothing.

- vii. **First-aid:** An employee appointed by the employer as a first-aid attendant and who is qualified shall be paid as per item 2 of Table 2 of Appendix 1.



- ix. Meal: An employee required to work overtime for more than 2 hours after finishing time on any day, shall be paid as per item 6 of Table 2 of Appendix 1 for meal money, unless 24 hours notice has been given, provided that notice shall be taken to have been given in circumstances where the need to work overtime was reasonably foreseeable.
- x. Laundry: Uniforms where required by the employer shall be supplied by the employer. Where the employee is required to wear and launder a uniform, the employee shall receive the amount specified in item 1 of Table 2 of Appendix 1.

13. PAYMENT OF WAGES

- i. The Company shall fix a pay period of no more than seven days, which shall be common to all the Company's employees covered by this Agreement and this period shall not be altered without seven days notice. Provided that where genuine agreement is reached with a majority of employees the pay period may be extended. Such a variation shall be subject to the consent of the Union, which shall not be unreasonably withheld.
- ii. All wages and overtime shall be paid not later than two working days after the end of the pay period which shall be nominated by the Company and not changed without seven days notice.
- * iii. Net wages owing to employees shall be paid into an account at the institution of choice from any bank, credit union or building society.

An employee may nominate up to 5 accounts into which their pay may be deposited.

- iv. On pay day the Company will supply each employee with a statement showing the amount of wages to which the employee is entitled, the amount of deductions made and the net amount of wages due to the employee.
- v. The Company shall facilitate the payment of certain deductions for those employees who provide written authority.

14. SICK LEAVE

- (a) An employee on weekly hiring who after not less than 3 months' continuous service with the employer, is unable to attend for duty during the employees ordinary working hours by reason of personal illness or personal incapacity not due to the employees own serious and wilful misconduct, shall be entitled to be paid at ordinary time rates of pay for the time of such non-attendance subject to the following conditions and limitations.

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.

The employee shall as soon as reasonably practicable immediately notify the employer of an inability to attend for duty, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.

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

- (b) For the purpose of this clause continuous service shall be deemed not to have been broken by:
- (1) any absence from work on leave granted by the employer;
 - (2) any absence from work by reason of personal illness, injury or other reasonable cause (proof whereof shall fall upon the employee); provided that any time so lost shall not be taken into account in computing the qualifying period of three months.
- (c) An employee shall be entitled to paid sick leave not in excess of.
- (1) 3 1/3 hours for each month of service during the first year of employment;
 - (2) 48 hours during the second year of employment;
 - (3) 64 hours during the third year of employment;
 - (4) 80 hours during the fourth and subsequent year of employment.
- (d) Sick leave shall accumulate from year to year, subject to continuous employment, provided further that an employee shall not be entitled to accumulate sick leave for more than 792 hours from the end of the year in which it accrues.

(e) **Attendance Bonus**

1. **Attendance**

The payment of bonus money as per the following table will be based upon recorded attendance for each employee within the Bakery in each full 12 month period over the term of this Agreement.

| Annual Performance Steps | Incentive Payment \$ per annum |
|---------------------------------|---------------------------------------|
| 0 | 250 |
| 1 | 225 |
| 2 | 200 |
| 3 | 125 |
| 4 | 60 |
| 5 | 25 |
| 6 | 0 |
| 7 | 0 |
| 8 | 0 |

There shall be no entitlement to this Bonus for periods when the contract of employment is suspended or absences taken under the following circumstances:

- Parental Leave.
- Workers Compensation
- Leave Without Pay.

2. **Eligibility.**

All full time and part time employees covered by this Agreement are eligible to participate in the Attendance Bonus system provided that they are employees for at least six months out of the total duration of the specified bonus period.

3. **Eligible Part Time Employees.**

Eligible **part time** employees shall be entitled to a proportional payment of the full time bonuses based upon the calculation of their ordinary hours worked for the year divided by 1976 (52 weeks times 38 hours per week).

4. **Payment Of Bonuses.**

Bonus payments will be made as soon as possible after the last week of the specified bonus period.



15. MEAL BREAKS

- i. Each employee must take and each employer must give on each day at least half an hour for a meal after the expiration of three hours and commencing within five hours of starting work.
- ii. An employee not commencing a meal break within 5 hours of starting work shall be paid double time until a meal break is taken, with a minimum of one half hours pay at such rate.
- iii. Meal breaks shall not count as time worked.
- iv. The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed upon between the employer and the employee.

* 16. OCCUPATIONAL SUPERANNUATION

The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation (Resolution of Complaints) Act 1993* and s180 of the *Industrial Relations Act 1996* (NSW). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties. The current fund is the Goodman Fielder Superannuation Fund.

* 17. PERSONAL/CARER'S LEAVE

(a) Use of Sick Leave

- i. An employee, other than a casual employee, with responsibilities in relation to a person set out in (a)(iii)(b) who needs the employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, provided for at Clause 15 of this Agreement, 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.
- ii. 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 sub-clause where another person has taken leave to care for the same person.

iii. The entitlement to use sick leave in accordance with this sub-clause is subject to:

- the employee being responsible for the care of the person concerned; and

- the person concerned being connected to the employee as :

- a spouse
- a de facto spouse
- a child or grandchild
- a parent or grandparent
- a same sex partner

iv. 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 Company by telephone of such at the first opportunity on the day of absence.

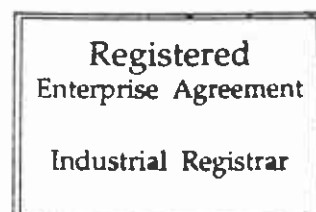
(b) Unpaid Leave for Family Purpose

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support of a member of a person set out in (a)(iii)(b) above who is ill.

(c) Make-up Time

i. An employee may elect, with the consent of the Company, 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 agreement, at the ordinary rate of pay.

ii. An employee on shift work may elect, with the consent of the Company 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.



✱

18. HOLIDAYS

- i. The days on which the following holidays are observed shall New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight Hour Day, Christmas Day, Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State. The picnic day of the Union (which shall be held on the first Tuesday in November each year, or such other day as agreed between the employer and the employee) shall also be observed as a holiday.
- ii. A weekly employee normally rostered to work on the above holidays shall be entitled to the holiday without loss of ordinary time pay or shift penalty provided that the employee worked on the working day immediately preceding the working day immediately succeeding the holiday. Where two holidays fall on consecutive days an employee who worked on either the working day preceding or the working day succeeding either such day but not on both shall be paid for the holiday nearer to the said day on which the employee worked; provided that an employee who produces evidence satisfactory to the Company that the absence from work on any such day before or after a holiday was due to a good and sufficient cause shall not lose payment for the relevant holiday.
- iii. Where the Company requires production to continue at any site during one of the above holidays then the following procedures shall apply:

The Company shall notify employees at the site of the staffing needs (including skills numbers, and functions required) twenty-eight (28) days prior to the holiday;

The notice will invite volunteers from casuals, part-time and full-time employees;

- Ten (10) days prior to the holiday of the Company will advise employees whether there is a short fall for the holiday in question, and details thereof;
- the Company will maintain a list of employees who have worked such holidays and such employees will be given preference in relation to not being required to work on the following holiday.
- A weekly employee rostered off on a holiday, except Easter Saturday, shall be entitled to one additional day as a holiday which shall be taken as agreed between the employee and the Company or failing agreement to be added to the employee's entitlement to annual holidays.
- An employee who works on the day specified in sub clause (i) (a) above as the Union Picnic day shall have one additional days pay added to their Flexible Leave Bank. (See Clause 9A).

✱ 19. ANNUAL LEAVE

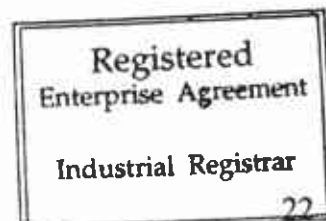
- i. An employee may elect with the consent of the Company, subject to the Annual Holidays Act 1944 referred to as "the Act", to take annual leave not exceeding five day in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- ii. Access to annual leave,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

Annual Leave Loading

- i. Before an employee is given and takes annual holiday, or, where by agreement between the Company and employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods, the employee shall be paid a loading determined in accordance with this clause.

(NOTE: The obligation to pay in advance does not apply where an employee takes an annual holiday wholly or partly in advance - see sub - clause (iv)).

- ii. The loading is payable in addition to the pay for the period of annual holiday given and taken due to the employee under that Act and this Agreement.
- iii. The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual holiday. For the purposes of this sub-clause, the "ordinary rate of pay" shall be based upon the rates applicable from time to time in Table 1 of Appendix 1 of this Agreement.
- iv. This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if not on annual holidays; provided that, if the amount to which the employee would have been entitled by way of *shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday)* which the employee would have worked during the period exceeds the loading calculated in accordance with this clause, than that amount shall be paid to the employee in lieu of the loading prescribed by this clause.



- vi. No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such employee continues until the day when the employee would have become entitled under the Act to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with sub-clause (iv) of this clause applying the Agreement rates of wages payable on that day.
- vii. Where, in accordance with the Act, the Company or part of it is temporarily closed down for the purpose of giving an annual holiday or leave without pay to the employees concerned:
 - a) an employee who is entitled under that Act to an annual holiday and who is given and takes such annual holiday shall be paid the loading calculated in accordance with sub-clause (iv) if this clause.
 - b) an employee who is not entitled under that Act to an annual holiday and who is given and takes leave without pay shall be paid in addition to the amount payable under that Act such proportion of the loading that would have been payable under this clause if the employee had become entitled to an annual holiday prior to the close down as the employee's qualifying period of employment in completed weeks bears to 52.
- (viii) When the employment of an employee is terminated by the Company for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with sub-clause (iv) for the period not taken.

Except as provided by paragraph (a) of this sub-clause, no loading is payable on the termination of an employee's employment.

20. JURY SERVICE

- i. A weekly employee required to attend for Jury Service during the employee's ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of wages the employee would have received in respect of the ordinary time the employee would have worked had the employee not been on Jury Service.
- ii. An employee shall notify the Company as soon as possible of the date required to attend for Jury Service. Further, the employee shall give the Company proof of attendance the duration of such attendance and the amount received in respect to such Jury Service.

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21. **CLOTHING**

The Company shall provide protective clothing to employees so as to ensure the health, safety and welfare of such employees in accordance with the requirements of the *Occupational Health & Safety Act 1983 (NSW)* and the *Goodman Fielder Good Manufacturing Practice Policy*. Except in cases of medical exemptions, employees shall wear and/or use all supplied safety clothing and equipment, including footwear, as directed by the employer.

- f) Employees are responsible for the care and safekeeping of all issues and shall return each article to the employer on request or on termination of their employment; in default, the Company may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

22. INTRODUCTION OF CHANGE

i. Company's Duty to Notify

- a) Where the Company 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 Company shall notify the employees who may be affected by the proposed changes in conjunction with the NUW NSW Branch.
- b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's workforce or in the skill 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.

ii. Company's duty discuss change

- a) The Company shall discuss with the employees affected in conjunction with the union, the introduction of the changes referred to in sub-clause (i) of this clause, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or their union in relation to the changes.
- b) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in sub-clause (i) of this clause.
- c) For the purpose of such discussion, the Company shall provide in writing to the employees concerned and the union 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 the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

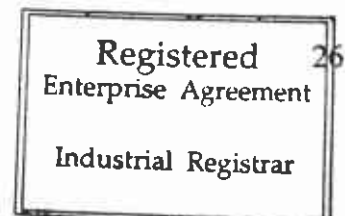
23. DISPUTES PROCEDURE

Disputes arising between the parties to this Agreement shall be settled in accordance with the four stages of discussion set out below:

- i. Discussions between the employees concerned and at the employee(s) request, the appropriate Union delegates, and the immediate supervisors;
- ii. Discussions involving the employees(s), union delegated and more senior management;
- iii. Discussions involving representatives from the Union concerned and the Company's representative(s).
- iv. Discussions involving senior Union official(s) and the Company's representative(s).
- v. There shall be an opportunity for any party to raise the issue to a higher stage.
- vi. Throughout all stages of the procedure all relevant facts shall be clearly identified and recorded.
- vii. Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall jointly or individually refer the matter to the New South Wales Industrial Relations Commission.
- viii. The Company shall ensure that all practises applied during the operation of the procedure are in accordance with safe working practises and consistent with established custom and practice at the workplace.
- ix. While this procedure is being followed normal work must continue, provided that no employee shall be required to perform any task which may adversely affect their health and safety.

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24. SICKNESS & ACCIDENT INSURANCE

- i) On 1 July 1999, the Company will implement "Sickness & Accident Insurance" cover for all employees covered by this Award. Employees will be given a choice of funds between the fund nominated by the Unions party to this Award (provided they are union members) and an alternative fund nominated by the Company.
- ii) The Company and the NUW shall jointly review the insurance cover on a quarterly basis and resolve any issues that may arise at that time.
- iii) Both the Company and the NUW reserve the right to cease the insurance cover, for any reason, twelve (12) months after the implementation of the insurance cover or at every subsequent twelve (12) monthly intervals. If this occurs, all employees shall receive an increase in their ordinary time award wage rate of one and one half percent (1½%) at the time of cessation of the insurance cover.



24. **SIGNATORIES**

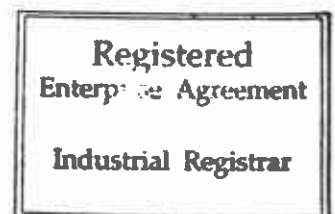
SIGNED FOR AND ON BEHALF OF THE NATIONAL UNION OF
WORKERS, NEW SOUTH WALES BRANCH

[Handwritten Signature] 28/7/99

SIGNED FOR AND ON BEHALF OF GOODMAN FIELDER BAKING

[Handwritten Signature] K.D. Dixon 7/7/99
OPERATIONS MANAGER - LIVERPOOL BAKERY

By *[Handwritten Signature]* GD-EBAS

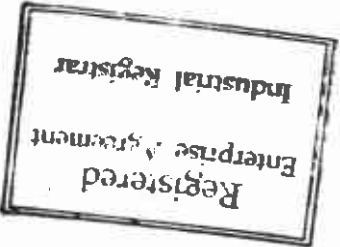


APPENDIX 1

TABLE 1

RATES OF PAY

| Classification | Total Rate Per 38 hour week as at 10.12.98 | Hourly Rate as at 10.12.98 | Total Rate Per 38 hour week as at 10.12.99 | Hourly Rate as at 10.12.99 |
|----------------|--|----------------------------------|--|----------------------------------|
| Level 1 | \$ 538.05 | \$ 14.16 | \$ 564.95 | \$ 14.87 |
| Level 2 | \$ 513.60 | \$ 13.52 | \$ 539.27 | \$ 14.19 |
| Level 3 | \$ 489.14 | \$ 12.87 | \$ 513.60 | \$ 13.52 |
| Level 4 | \$ 451.96 | \$ 11.89 | \$ 474.56 | \$ 12.49 |
| Level 5 | \$ 425.56 | \$ 11.20 | \$ 446.83 | \$ 11.76 |
| Level 6 | \$ 401.09 | \$ 10.55 | \$ 421.14 | \$ 11.08 |



APPENDIX II

TABLE 2

ALLOWANCES

| ITEM NO. | CLAUSE NO. | BRIEF DESCRIPTION | AS AT 10/12/98 | AS AT 10.12.98 |
|----------|------------|---|-------------------------------|-------------------------------|
| | | | <i>Per Week</i> | <i>Per Week</i> |
| 1 | 12 | Laundry Allowance | \$6.45 | \$6.77 |
| 2 | 12 | First Aid Allowance - current holder of first aid qualifications. | \$10.65 | \$11.18 |
| 3 | | boiler | \$9.00 | \$9.45 |
| 4 | 12 | Freezer: I. between 0° C and 18°C II. below 18°C | \$8.20 \$13.50 | \$8.61 \$14.18 |
| 5 | 12 | Leading Hands in charge of: I. up to 10 employees II. more than 10 and up to 20 employees. III. more than 20 employees | \$15.55 \$26.13 \$33.51 | \$16.33 \$27.44 \$35.18 |
| | | | <i>Per Day</i> | <i>Per Day</i> |
| 6 | 12 | Meal | \$7.83 | \$8.22 |

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