

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/61

TITLE: George Weston Foods Limited, Biscuit and Cake Division New South Wales Enterprise Agreement 1998-2000

I.R.C. NO: 99/538

DATE APPROVED/COMMENCEMENT: Approved 15 February 1999 and commenced 17 November 1998

TERM: 21 November 2000

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged within the manufacturing facility of the Company, in the occupations associated with production, packaging, maintenance, stores and warehousing

PARTIES: George Weston Foods Limited -&- National Union of Workers, New South Wales Branch



FILED
OFFICE OF THE INDUSTRIAL
REGISTRAR
- 9 FEB 1999
SIGNED

COPY

George Weston Foods

Biscuit & Cake Division
Camperdown - NSW

Enterprise Agreement 1998 - 2000

Registered
Enterprise Agreement
Industrial Registrar

Table of Content

Part 1:	FORMALITIES
1.1	Title
1.2	Parties
1.3	Coverage
1.4	Terms of Agreement
1.5	Not to be used as a precedent
1.6	Relationship to Parent Awards, Previous Agreements and current Work Practices
1.7	No Extra Claims
1.8	Duration
Part 2:	AGREEMENT OBJECTIVES
2.1	Aims and Objectives of the Agreement
Part 3:	WORKING ARRANGEMENTS
3.1	Shifts
3.2	Shift Loading
3.3	Hours of Work
3.4	RDO System
3.5	Terms of Engagement
3.6	Probationary Period of Employment
3.7	Abandonment of Employment
3.8	Seasonal Labour Requirements
3.9	Casual Labour Induction and Training
3.10	Overtime
3.11	Shift Breaks
Part 4:	LEAVE REQUIREMENTS
4.1	Annual Leave
4.2	Sick Leave
Part 5:	WAGE INCREASE
5.1	Wage Increase
Part 6:	INITIATIVES TO BE UNDERTAKEN DURING THE LIFE OF AGREEMENT
6.1	Classification Structure
6.2	Training Matrix
6.3	Job Descriptions



Part 7: GRIEVANCE AND DISCIPLINARY PROCEDURE

- 7.1 Disciplinary Procedure
- 7.2 Employer Responsibility
- 7.3 Grievance Procedure

Part 1: FORMALITIES

1.1 Title

This agreement shall be known as the George Weston Foods Limited, Biscuit & Cake Division New South Wales Enterprise Agreement 1998 - 2000.

1.2 Parties

This agreement is made between;

i) George Weston Foods, Biscuit & Cake Division New South Wales ("The Company")

ii) All employees of the Company employed under the;
a) The Biscuit & Cake Makers Award (NSW)
b) Metal & Engineering Industry (NSW) Award
c) Canteen & C Workers (NSW) Award
d) Occupational Health Nurses (NSW) Award
e) Miscellaneous Workers' - General Service (NSW) Award
f) Electricians & c. (NSW) Award
g) Storeman & Packers General (NSW) Award
("The Employees")

iii) National Union of Workers NSW Branch ("The Union")

1.3 Coverage

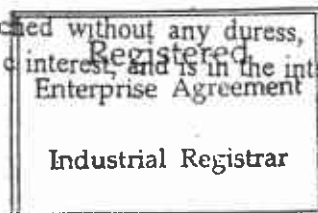
This agreement covers employees working at the George Weston Food, Biscuit & Cake Division New South Wales within the manufacturing facility, in the occupations associated with production, packaging, maintenance, stores and warehousing (except managers as defined by the company).

1.4 Terms of Agreement

The parties declare that this agreement has been reached without any duress, and is not unfair, harsh, or unconscionable nor is contrary to public interest, and is in the interest of all parties bound.

1.5 Not to be used as a precedent

This agreement shall not be used in any matter whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.



1.6 Relationship to Parent Awards, Previous Agreements and current Work Practices

This agreement shall be read in conjunction with the Camperdown Site Best Practice Development Agreement 1996 and the Awards mentioned in clause 1.2.ii hereof and in case of any inconsistency between the former, this agreement shall have application to the extent of the inconsistency.

Also this agreement shall have application in substituting any existing work practices, where there is any inconsistency.

1.7 No Extra Claims

It is a term of this agreement that all parties bound will not lodge any extra claims for the duration of this agreement, excluding matters relating directly to;

- i) Any proposed redundancies.
- ii) Any inconsistent wage rates currently being paid to a specific job function.

1.8 Duration

This agreement shall commence from the 17th November 1998 and remain in-force until the 21st November 2000.

Part 2: AGREEMENT OBJECTIVES

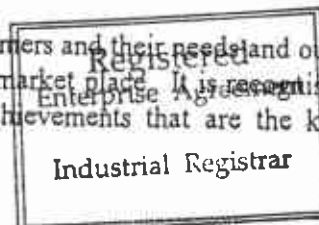
2.1 Aims and Objectives of the Agreement

It is the aim of George Weston Foods Limited, Biscuit and Cake Division Camperdown to become a highly competitive, flexible, and successful producer and supplier of quality baked products.

This aim can only be achieved through the participation and co-operation of a flexible workforce, responsive to customer requirements and consumer demands, with the capacity to contribute to the everyday decision making process through the formation of team based manufacturing processes.

Through the implementation of the various clauses of this agreement, all employees of George Weston Foods Limited, Biscuit and Cake Division New South Wales Camperdown are committed to achieving significant, sustainable and continuous improvements in all areas of the operation. Through implementation of this, it is expected that improvements in efficiency and performance will also lead to improved employment security, career opportunities, skill enhancement and remuneration.

Our mission requires that our principal focus is on customers and their needs and our business performance will be judged by our performance in the market place. It is recognised, that it is our consumer and trade directed activities and achievements that are the key to our success.



Part 3: WORKING ARRANGEMENTS

3.1 Shifts

- i) "Day Shift" means any shift commencing on or after 5:00am and concluding at or before 6:00pm
- ii) "Afternoon Shift" means any shift commencing on or after 12:00 pm and concluding at or before 12:00am
- iii) "Night Shift" means any shift commencing on or after 10:00pm and concluding at or before 7:00am

3.2 Shift Loading

- i) Employees required to work the Afternoon shift will be paid an additional 15% loading for the period worked.
- ii) Employees required to work the Night shift will be paid an additional 30% loading for the period worked.

3.3 Hours of Work

It is agreed that the ordinary hours of work will not exceed an average of 38 per week, between 5:00am and 6:00pm on any day Monday to Friday.

3.4 RDO System

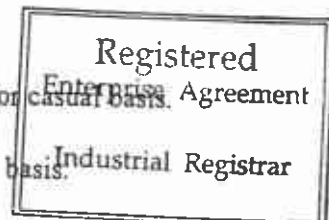
It is agreed that a six month RDO Calendar will be developed by consultation between all parties and displayed on the notice boards in January and June of each year.

It is also agreed that in a situation where the company is required to reschedule an RDO (maximum of 5 per year) the taking of this RDO will be on an individual basis at the mutual convenience of both the individual employee and the company or a substitute site-wide RDO will be rescheduled.

3.5 Terms of Engagement

Employees shall be engaged on a full-time, part-time, fixed-term or casual basis.

- i) "Full-Time Employee" will be employed and paid on a weekly basis.
- ii) "Part-Time Employee" is an employee who works not less than 16 hours to a maximum of 32 hours per week on a permanent basis, except as agreed to meet individual needs.
- iii) "Fixed-Term Employee" is an employee who is employed for a specified period not less than 11 weeks and not exceeding 34 weeks.
- iv) "Casual Employee" is an employee engaged by the hour on a day-to-day basis, who will not work less than four (4) hours and no more than twelve (12) on each engagement. Also casuals shall not be entitled to paid leave of absence and will be



paid 15% in addition to the normal rate for the respective position. (*The NSW Annual Holidays Act provides an additional one twelfth of ordinary time earnings in lieu of annual leave*)

3.6 Probationary Period of Employment

All new employees shall be employed under a probationary period of six weeks commencing from the date of engagement. During this period the employees performance and attitude will be formally monitored with a view to determining whether continuing employment is appropriate.

The employee shall receive adequate training and counseling and be given reasonable opportunity to rectify any incidences of unacceptable performance or behaviour other than serious misconduct.

Provided that nothing in this Clause shall be construed as prohibiting the right of any Union party to this Agreement to pursue the reinstatement or other remedy in the case of any member being dismissed during the aforementioned probationary period.

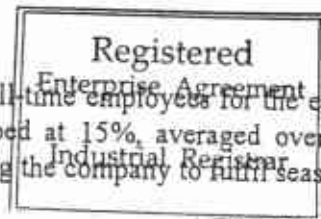
3.7 Abandonment of Employment

Where an employee is absent from work for a period of five (5) consecutive working days without notification to the employer of illness or other reasonable explanation, the employee will be considered to have terminated their own employment from the point of absence from work. In such cases, the employer will only be liable to pay wages and other payments up to and including the last day of actual work.

In each instant, the employer shall take reasonable efforts in contacting the employee prior to termination. (i.e. after 2 or more days off without notification via mail and phone)

3.8 Seasonal Labour Requirements

It is agreed that the percentage of Seasonal labour to the Full-time employees for the entire workforce employed at the Camperdown Site will be capped at 15%, averaged over the twelve (12) month period from January to December, enabling the company to fulfil seasonal and spontaneous manufacturing demands.



The percentage of Seasonal Labour will be split according to the following

- i) Casual Labour will consist of a maximum 10% of the entire workforce averaged over the twelve month period.
- ii) Fixed Term Labour will consist of a maximum 5% of the entire workforce averaged over the twelve month period

3.9 Casual Labour Induction and Training

To ensure the adequate induction and training of new Casual Labour into the workforce, it is agreed that designated full-time employees within the respective areas of the casual labour placement, will be relieved from their day-to-day duties for a period not to exceed two (2) consecutive days, to assist in the induction and training of the casual employees.

All designated trainers will be required to undertake a Train the Trainer courses, and will be paid a daily allowance of \$20.00 for each day undertaking training. Also all training is to be undertaken according to company standards.

3.10 Overtime

- i) The company will endeavour to distribute overtime in a equal and unbiased manner, by maintaining an overtime roster of all employees.
- ii) In this first instance on each occasion all overtime requirements will be offered to Full-Time employees prior to the allocation to the Casual or Part-Time Employees, providing the commercial feasibility and efficiency of such request is maintained.

3.11 Shift Breaks

There will be a minimum of a 10 hour duration between the finishing of one shift and the commencement of the next shift.

Part 4: LEAVE REQUIREMENTS

4.1 Annual Leave

The company will endeavour to commence consultation concerning the scheduling of Annual leave by no later than May of each year. This may result in a different pattern of leave to that of previous years to maintain and satisfy sales and forecasting requirements.

4.2 Sick Leave

It is agreed that employees who claim paid sick leave in respect of two or more consecutive days or upon the depletion of current year entitlement, shall not be entitled to payment for time claimed unless a certificate from a duly qualified medical practitioner is provided.

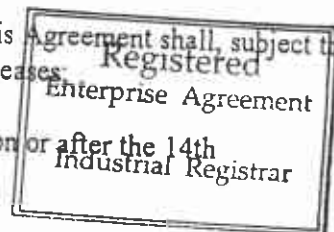
Part 5: WAGE INCREASE

5.1 Wage Increase

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

- i) A wage increase of 6% payable from the first full pay period on or after the 14th November 1998.
- ii) A wage increase of 4 % payable from the first full pay period on or after the 14th November 1999.

These preceding wage increases are dependent upon the continued and demonstrated commitment and co-operation by all parties bound by this agreement, in the development of all initiatives outline in Part 6.



Part 6: INITIATIVES TO BE UNDERTAKEN DURING THE LIFE OF AGREEMENT

6.1 Classification Structure

- i) During the cause of this agreement all parties bound agree to the establishment of a classification structure based upon the skills and competencies required for each position, in conjunction with the complexity of the role, that will be incorporated into the next agreement.
- ii) Upon the completion of the proposed classification structure, the development of a detailed pay rate structure to be assigned to each classification, in the attempt to eliminate any inconsistencies and ensure equity is maintained, that will be incorporated into the next agreement.

6.2 Training Matrix

During the cause of this agreement all parties bound agree to the establishment of a training program to assist in the movement / progression of employees through the classification structure and to enhancing the skills and education of all employees for company or personal requirements.

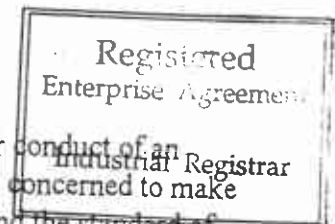
6.3 Job Descriptions

During the cause of this agreement all parties bound agree to the development and distribution of detailed Job Descriptions for all position undertaken with all the respective areas covered by this agreement.

Part 7: GRIEVANCE AND DISCIPLINARY PROCEDURE

7.1 Disciplinary Procedure

- i) Where the employer has concerns about the work performance or conduct of an employee, the employer will initiate counselling of the employee concerned to make them aware of the deficiencies in their performance or conduct and the standard of performance or conduct the employer requires the employee to meet.
- ii) At the commencement of counselling, the employer will make the employee aware of the nature of the counselling meeting and the specific areas of concern. Such counselling may or may not conclude with the employer giving the employee a verbal warning to improve performance or cease the conduct complained of.
- iii) Where the employer believes that an employee's work performance or conduct requires it, or continuing work performance or conduct following the above procedure, having been completed, has not improved, the employer may counsel or further counsel as the case may be and will give a written warning outlining the employer's concerns and reasons for coming to that conclusion.



- iv) Where an employee has received counselling or a first written warning in terms of unsatisfactory work attendance or absenteeism, the employer may request for proof of illness for every subsequent absence.
- v) Nothing in this procedure will restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- vi) Nothing in this procedure will prevent the employer from repeating the above steps.

7.2 In relation to this procedure, the employer will ensure that -

- i) Where the employee has been counselled or wanted to improve work performance or conduct, a reasonable time will be given to enable the employee to comply.
- ii) The employee is given an opportunity to respond to any concern or allegation made.
- iii) In a process where the employee is likely to be given a verbal or written warning, the employee is to be informed of their right to be accompanied by their union or other personal representative.

7.3 Grievance Procedure

In an effort to promote positive relations between Employee of Weston Biscuit & Cake it is important that Alleees have an opportunity to express over an issue and be able to receive a fair and important hearing. To this end the following steps are available in the event of grievance occurring.

- i) Your immediate Supervisor should be contacted where any problems or concerns arise. If requested, the details should be documented and both parties retain a copy.

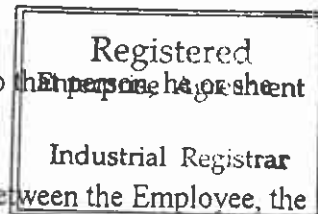
If an answer/decision cannot be given immediately for any reason, a time must be stated when the Employee can expect the answer/decision from the Supervisor.

During the time delay the Supervisor may seek advice (from the Human Resources Manager on company policy for example).

- ii) If the decision given to the Employee is not satisfactory to the Employee, he or she should advise the Supervisor of the fact.

A meeting will then be scheduled as quickly as possible between the Employee, the Supervisor and the Department Manager.

- iii) If the explanations and decisions given at this meeting are still unsatisfactory to the Employee, he or she has the right to seek further advice (e.g. from the Union Delegate where appropriate).
- iv) Further discussion should then be scheduled between the parties. At this point the Human Resources Manager and if appropriate the relevant Union Delegate should be included in the discussion.



- v) If settlement cannot be reached at this stage a meeting will be held between interested parties and the General Manager.

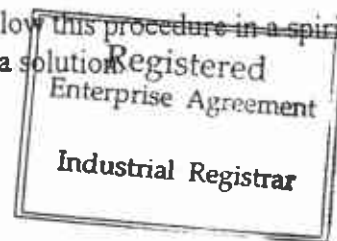
For each step in the process an agreed time frame for providing feedback to the Employee, shall be established. In any case, feedback should be given at each step within 3 working days.

This procedure does not limit the right of the Company and the Employee refer any matter to the NSW Industrial Commission in accordance with the Industrial Relations Act of 1996.

The Human Resources Department is available to provide assistance to the parties throughout the whole process. The Employee may call upon a third party of their choice to provide assistance (any cost incurred will be the responsibility of the Employee).

It is agreed that there will be no disruption to normal work during the application of the process.

The Company and the Employee agree to enter into and follow this procedure in a spirit of good faith and co-operation and with a view to reaching a solution.



Signed for and on behalf of
Weston Biscuit & Cake Division (NSW)

Signed

Witness

Date

14-12-98

Signed for and on behalf of
National Union of Workers (NSW)

Signed

Registered
Enterprise Agreement
Industrial Registrar

Date

15-12-98