

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA03/37

TITLE: Tip Top Bakeries Chatswood (Maintenance) Enterprise Agreement
2002

I.R.C. NO: IRC2/7363

DATE APPROVED/COMMENCEMENT: 7 February 2003

TERM: 31 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA00/300

GAZETTAL REFERENCE: 21 March 2003

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees of George Weston Foods Pty Limited t/as Tip Top Bakeries at their Chatswood bakery who fall within the coverage of the Metal, Engineering and Associated Industries (State) Award or the Electricians, &c. (State) Award

PARTIES: George Weston Foods Limited -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch



TIP TOP BAKERIES CHATSWOOD (MAINTENANCE) ENTERPRISE AGREEMENT 2002

1. TITLE

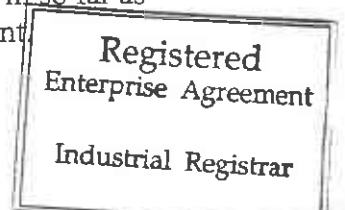
This Agreement shall be known as the Tip Top Bakeries Chatswood (Maintenance) Enterprise Agreement 2002.

2. ARRANGEMENT

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3. APPLICATION

This Agreement shall apply at Tip Top Bakeries, 51 Alleyne Street, Chatswood to all employees bound by the terms of either the Metal, Engineering and Associated Industries (State) Award (as varied) or the Electricians & c. (State) Award in so far as those provisions relate to the parties referred to in clause 4 of this agreement.



4. PARTIES BOUND

The parties bound by this Agreement are:

- 4.1 George Weston Foods P/L (trading as Tip Top Bakeries) herein referred to as "the Company."
- 4.2 The Australian Manufacturers Workers Union (AMWU) herein referred to as "the Union"
- 4.3 The Electrical Trades Union of Australia -NSW Branch (ETU) herein referred to as "the Union"
- 4.4 All employees of the Company, whether members of the unions referred to above, employed at the Company's Chatswood Bakery who are engaged in any of the occupations, trades, industries or callings specified in either:
 - the Metal, Engineering and Associated Industries (State) Award ,or
 - the Electricians & c. (State) Award ,

5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the date of approval by the Industrial Relations Commission of New South Wales and will remain in force until 8 September 2005.

6. RELATIONSHIP TO PARENT AWARD

This Agreement shall be read wholly in conjunction with the relevant Parent Award. Provided that where there is any inconsistency between this Agreement and the Parent Award, this Agreement shall prevail to the extent of any inconsistency.

For mechanical maintenance employees the parent award shall be the Metal, Engineering and Associated Industries (State) Award and for electrical maintenance employees the parent award shall be the Electricians & c. (State) Award.

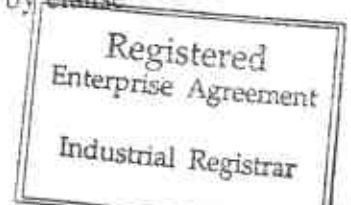
7. AIMS AND OBJECTIVE OF AGREEMENT

The aim of this agreement is to improve skills, enhance productivity, efficiency and flexibility within the Chatswood Bakery. It is also the intention of this Agreement to increase job satisfaction, multi – skilling and job security.

8. WAGES

All Wage increases shall be cumulative and will be based on the composite rates of pay as contained in Clause 9.of this Agreement.

- 8.1 Upon the date of approval of this Agreement (or other date as may be agreed) employees will receive an increase of 4.0 %.
- 8.2 On the first pay period 12 months after the first increase, as provided by clause 8.1 above, employees shall receive an increase of 4.0%.
- 8.3 On the first pay period 24 months after the first increase, as provided by clause 8.1 above, employees shall receive an increase of 4.0%.



9. COMPOSITE WAGE STRUCTURE

9.1 Employees in the Reliability Team will be paid a composite wage.

9.2 The components used for calculating the composite wage shall include:

- Weekly rate (as per Appendix One)
- Shift allowances (afternoon or night as specified in the relevant parent award)
- Weekend penalty rates (as specified in the relevant parent award)
- Flexibility allowance (flexibility during meal breaks & reasonable overtime as per Clause 9.6, below.)

The roll up of the shift allowances, weekend shift penalties and overtime, as specified above, shall replace the relevant provisions in the relevant Parent Award. Subject to anything else contained in this Agreement, there shall be no additional payment for these provisions.

9.3 Where an employee was engaged prior to the commencement of this Agreement, subject to this Agreement, the composite wage rate shall continue as was determined in accordance with the Tip Top Bakeries (Maintenance) Enterprise Agreement 1999.

9.4 Where an employee is engaged after the commencement of this Agreement, the composite wage rate will be determined by calculating the various components of the composite wage (as per clause 9.2) from the proposed hours that the employee will work. Refer Appendix 1.

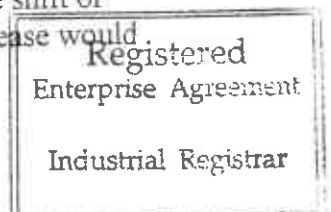
9.5 Other allowances, such as First aid, Tool Allowances, etc. where applicable are to be paid only as fixed allowances on a weekly basis and are excluded from the composite wage when calculating wage increases, as provided in this Agreement.

9.6 It is agreed that in order to finish a task or to attend to critical situations, all employees within the Reliability Team will be expected to work up to three hours in excess of their daily ordinary hours without claiming extra payments for such work.

9.7 The Reliability Team agrees to make changes to the working rosters in accordance with operational needs of the Bakery and in order to provide service and maintenance back up at all times. Where an employee's roster is permanently changed, the composite wage rate may be adjusted to reflect any changes in the shift allowance and weekend penalties components of the composite wage rate:

9.7.1 Where a change in roster would result in a reduction in the shift or weekend components of an employee's composite wage rate, the Company will either give 4 weeks notice or maintain the higher rate for 4 weeks in lieu of such notice.

9.7.2 Where a change in roster would result in an increase in the shift or weekend components of the composite wage rate, the increase would apply from the date of change or as is mutually agreed.



9.7.3 Rates will not be changed where the change in roster is to cover temporary absences such as sick leave, holiday, training etc.

9.8 The Reliability Team commits to supporting the Bakery twenty-four hours a day and 7 days a week. In return the Company recognises that any hours worked in excess of the daily ordinary hours plus an additional three hours shall attract overtime payments at the flat rate of \$38.22 per hour. This hourly rate shall also apply to call outs, unscheduled shift coverage, annual and/or sick leave relief.

9.9 The overtime flat rate shall be increased by the same percentage factor and dates as prescribed in Clause 8.

9.10 A Reliability Team member who performs work a full day's work on a public holiday shall also be entitled to one day off in lieu at their normal rate of pay. That day cannot be accumulated and is to be taken as soon as practicable and no later than four weeks after the day the work was performed. The entitlement to such day shall be forfeited if not taken within the above four weeks.

10. ANNUAL LEAVE & LONG SERVICE LEAVE

Employees are entitled to Annual Leave and Long Service Leave in accordance with the relevant parent award. All entitlements are based on the composite wage rate.

11. TRADE UNION TRAINING LEAVE

The parties are committed to enhancing the skills of Accredited Union Delegates that may lead to improved industrial relations, communications and negotiating skills at the enterprise level. To this end, the parties agree to five days paid Trade Union Training Leave per year, non cumulative. To allow for due consideration of shift rosters and the envisaged workload within the enterprise, the unions commit to at least three weeks notification of course on offer. One delegate per union per annum.

12. RIGHT OF ENTRY – UNION OFFICIALS

The right of entry for union officials shall reflect the current practice as prescribed under relevant clause of the relevant parent award.

13. CASUAL CONTRACT LABOUR (CCL)

The parties to this Agreement are committed to a permanent and permanently employed workforce, whilst it is recognised that there is a need for casual or contract personnel during emergency situations. Such arrangements shall be kept to an absolute minimum. The engagement of CCL for a longer duration is to be discussed with the site delegate.

13.1 CCL shall be paid the relevant classification level and in any case not less than employees.

13.2 Management shall not replace full time employees / positions with CCL.



13.3 In an attempt to minimise the use of non- permanent personnel, permanent employees will be offered overtime prior to the Company considering the employment of such. In the event that the employment of CCL is unavoidable, permanent employees shall be offered overtime and change of shift arrangements before such overtime and shifts are offered to non- permanent employees.

14. MANNING LEVELS

The Company will consult with employees (and their unions, if requested) regarding maintenance manning levels to ensure that appropriate levels are maintained in line with the required production volumes and spread of hours of the bakery.

15. WORKERS COMPENSATION MAKE UP PAYMENTS

Provided an employee complies with their obligations in accordance with the Workers Compensation Act, if they become either totally or partially incapacitated as a result of an injury (as defined by relevant Workers Compensation Act) they shall continue to receive their ordinary time earnings up to the first 26 weeks of such incapacity.

16. AUSTRALIAN WORKPLACE AGREEMENTS

There will be no Australian Workplace Agreements or individual contracts within the life of this Agreement.

17. PAYROLL DEDUCTIONS FOR UNION FEES

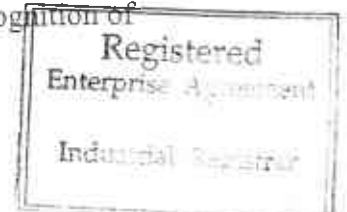
The Company agrees to provide and maintain for the purpose paying Union dues, a payroll deduction facility for union members. Deductions shall commence after written authorisation from the employee concerned.

18. COMPETENCY STANDARDS (Mechanical Employees only)

18.1 Tip Top Bakeries Chatswood considers that a structure based on skills is essential to add value to the workplace and to recognise and make the fullest use of employee's skills. To achieve this change, it is agreed that we must:

- encourage employees to acquire a wider range of skills
- reduce barriers to employees using their skills and training
- redesign work, where appropriate
- recognise employees' additional skills where utilised through an acceptable structure
- develop a more consultative and participative approach to work

18.2 Tip Top Bakery Chatswood and the Reliability Team commit to the introduction and implementation of the National Metal & Engineering Competency standards which form the basis of curriculum development for training programs accredited by the State Training and Accreditation Authorities and for the workplace recognition of skills.

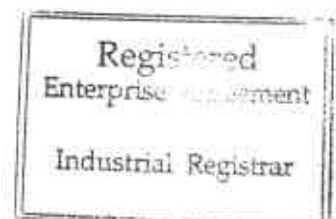


- 18.3 Both parties commit to using the Competency Standards Implementation Guide as the resource to assist in this initiative and commit to abiding by its recommendations where disagreements occur.
- 18.4 The implementation of the Competency Standards in the Bakery will not justify wage increases for existing and future employees. In all cases where the appropriateness of an employee's classification is an issue, the terms of the Implementation Guide shall be observed at all times.
- 18.5 Where an additional payment (for instance in the form of a margin) has been already been made to an employee in recognition of skill and knowledge acquired and utilised by such an employee, the implementation of the Competency Standards shall not lead to double counting.
- 18.6 Management and Employee Representatives will be selected to form a committee responsible for overseeing the implementation of the competency standards at the bakery.
- 18.7 Both parties recognise that the full implementation of the Competency Standards will take some time to achieve and consequently commit to progressing this initiative in a structured and cautious manner. In summary the parties will:
- establish a committee with agreed representation
 - agree on resources and responsibilities
 - inform the members of the Reliability Team of the process
 - establish a timetable for the work

19. ELECTRICAL INDUSTRY TRAINING COMMITTEES (Electrical Employees only)

National Electrical, Electronic Industry Training Committee — Subject to the Industrial and Commercial Training Act 1989, the National and State Electrical and Electronic Industry Training committees shall have the responsibility for development of training standards for consideration and endorsement by the National Training Board and the provision of advice and assistance to the National Training Board and State and Territory Training Authorities in respect of matters relating to training in the industries and callings covered by this award including, but not limited to, the following:

- (a) training and skill standards;
- (b) curriculum development;
- (c) training courses;
- (d) articulation and accreditation requirements both on and off the job;
- e) on the job training guidelines.



20. SUPERANNUATION

The Company agrees to maintain the existing Superannuation Scheme. Should the Company wish to change this scheme, this will only be done in accordance with the Trust Deed and relevant legislation after consultation and the agreement of employees concerned.

21. REDUNDANCY & CHANGE

Where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and this is not through the ordinary and customary turnover of labour, and that decision leads to the termination of employment of the employee i.e. excess to requirements, the employee shall be entitled to the following redundancy payments;

Notice

Four weeks notice or the payment of the balance between the actual notice given and four weeks

Severance

Four weeks payment for each year of service and the uncompleted year will be paid on a pro-rata basis.

The maximum redundancy payment (notice and severance) to any employee will be 60 weeks.

“Weeks payment” shall be based on the employee’s “weekly rate” as defined.

21.1 Application —

- (a) This clause shall only apply in respect of full-time and part-time employees.
- (b) 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.
- (c) 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.



21.2 Introduction of Change —

21.2.1 Employer's Duty to Notify —

(a) 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.

(b) "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.

21.2.2 Employer's Duty to Discuss Change —

(a) 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 21.2.1 (a), 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.

(b) The discussions shall commence as early as possible after a definite decision has been made by the employer to make the changes referred to in 21.2.1.

(c) For the purpose of such discussions, 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.

(d) Furthermore, if in the event that the Company was to transfer or relocate its Chatswood bakery, the Company will hold discussions with employees and their unions, as early as possible after a definite decision has been made. Those discussions shall include, amongst other things, the terms & conditions of the relocation.

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- (e) The company would not impose any unreasonable forced relocations upon any employee. Where relocations were unreasonable due to travel issues, then normal redundancy would apply. Each employee's situation would be assessed on an individual basis.

21.3 Redundancy —

21.1.1 Discussions Before Terminations —

(a) 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 Clause 21, 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.

(b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of 21.2 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 of the employees concerned.

(c) 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 employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

21.4 Termination of Employment —

21.4.1 Notice for Changes in Production, Programme, Organisation or Structure —

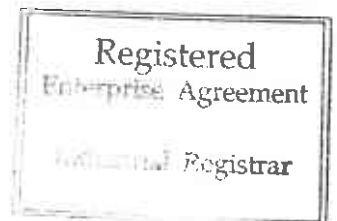
(a) The notice provisions to be applied to terminations by the employer for reasons arising from changes in production, programme, organisation or structure shall be the same as that provided in 21.

Termination of Employment.

(b) 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.

21.4.2 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 21.2.1(a).



(a) In order to terminate the employment of an employee the employer shall give to the employee 3 months notice of termination.

(b) 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.

(c) The period of notice required by this subclause 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.

21.4.3 Time Off During the Notice Period —

(a) 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 5 weeks, for the purposes of seeking other employment.

(b) 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.

21.4.4 Employee Leaving During the Notice Period

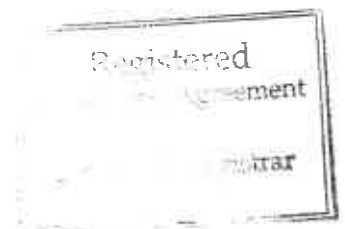
If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

21.4.5 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.

21.4.6 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 provided by Centrelink



21.4.7 Transfer to Lower Paid Duties —

Where an employee is transferred to lower paid duties for reasons set out in subclause Clause 21.2.1 of this award, 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.

21.4.8 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 subclause 21 above if the employer obtains acceptable alternative employment for an employee.

22. APPRENTICES AND TRAINEES

The Company agrees to examine the issue of increasing the number of apprentices or trainees currently employed. The contract of training shall be as outlined in the relevant parent award with apprentices and trainees receiving paid training as approved by the Industry Training Advisory Board. Whilst on approved training activities, the Company agrees to pay for TAFE fees and textbooks upon production of suitable receipts.

23. PRECEDENCE OF AGREEMENT

This Agreement shall not be used as precedence, or to pursue any other claims at any other Tip Top Bakeries or any other business of George Weston Foods P/L except by the agreement of the parties to this Agreement.

24. NO EXTRA CLAIMS

Apart from any minor wage adjustment that may arise from the implementation of the National Competency Standards, the parties to this Agreement shall not pursue any extra claims (whether expressly contained in this Agreement or not) during the life of this Agreement.

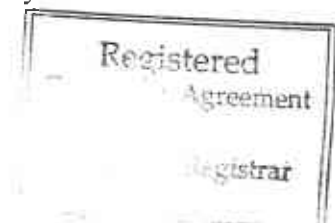
25. AVOIDANCE OF INDUSTRIAL DISPUTES

The parties will adhere to the disputes resolution procedures as contained within the relevant clause of the Parent Award.

26. RENEGOTIATION OF NEXT AGREEMENT

The parties will commence negotiations for the next agreement no later than three months prior to the expiration of this Agreement.

AMWU and ETU officials will participate in these negotiations if requested by employees.



27. AGREEMENT OF PARTIES

The parties agree to the terms and conditions as contained in this Agreement.

On behalf of the Company :

Ian Gatenby 27/11/02
Signature Date
IAN GATENBY GENERAL MANAGER OPERATIONS
Name & Title

On behalf of the Electrical Trades Union
of Australia (New South Wales Branch) :

B. Riordan 9.12.02
Signature Date
BERNIE RIORDAN SECRETARY
Name & Title

On behalf of the Australian Manufacturers
Workers Union :

Tracey 29 Nov - 02
Signature Date
TRACEY BUSTIAN ASSISTANT SECRETARY
Name & Title



APPENDIX ONE

Composite Wage Table

(Rates prior to increases provided by this agreement. Based on 38 hour week.)

a) Mechanical Trades

Classification	Weekly Rate (Base plus Margin)	Shift	Weekend Penalties	Flexibility Component (Meal cover & OT)
C10 – Base trade	762.64	Award	Award	101.86
C9 Classification Payment (under competency standards)	783.54	Award	Award	101.86

b) Electrical Trades.

Classification	Weekly Rate (Base plus Margin)	Shift	Weekend Penalties	Flexibility Component (Meal cover & OT)
Electrician – Base trade	770.00	Award	Award	101.86
Classification Payment (under competency standards) or Electronics Trades Person	790.90	Award	Award	101.86

The Weekly Rate and the Flexibility Component will be increased in line with the increases provided for by this Agreement.

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