

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/251

**TITLE:** **Speedibake Enterprise Agreement 2005**

**I.R.C. NO:** IRC6/1119

**DATE APPROVED/COMMENCEMENT:** 8 March 2006 / 16 August 2005

**TERM:** 24

**NEW AGREEMENT OR  
VARIATION:** Replaces EA04/29.

**GAZETTAL REFERENCE:** 28 July 2006

**DATE TERMINATED:**

**NUMBER OF PAGES:** 16

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by George Weston Foods Limited t/as Speedibake, located at cnr Hughes and Hope Streets, Ermington NSW 2115, who fall within the coverage of the Pastrycooks, &c. (State) Award.

**PARTIES:** George Weston Foods Limited t/a Speedibake -&- the National Union of Workers, New South Wales Branch

# Speedibake Enterprise Agreement 2005

<i>Section</i>	<i>Page</i>
<b><i>PART A: Terms &amp; Conditions</i></b>	<b><i>2</i></b>
<b><i>1. Title</i></b>	<b><i>2</i></b>
<b><i>2. Parties Bound by this Agreement</i></b>	<b><i>2</i></b>
<b><i>3. Relationship to Parent Award</i></b>	<b><i>2</i></b>
<b><i>4. Date and Operation</i></b>	<b><i>2</i></b>
<b><i>5. Terms of Engagement</i></b>	<b><i>2</i></b>
<b><i>a) Probationary Period</i></b>	<b><i>3</i></b>
<b><i>b) Casual Labour</i></b>	<b><i>3</i></b>
<b><i>c) Abandonment of Employment</i></b>	<b><i>3</i></b>
<b><i>6. No Extra Claims</i></b>	<b><i>3</i></b>
<b><i>7. Aims and Objectives</i></b>	<b><i>4</i></b>
<b><i>8. Consultative Committee</i></b>	<b><i>4</i></b>
<b><i>9. Rates of Pay</i></b>	<b><i>4</i></b>
<b><i>10. Allowances</i></b>	<b><i>4</i></b>
<b><i>11. Classification Structure</i></b>	<b><i>5</i></b>
<b><i>12. Probationary Performance Review</i></b>	<b><i>5</i></b>
<b><i>13. Uniforms</i></b>	<b><i>5</i></b>
<b><i>14. Hours of Work and Shift Times</i></b>	<b><i>5</i></b>
<b><i>15. Meal Breaks</i></b>	<b><i>6</i></b>
<b><i>16. Leave Entitlements</i></b>	<b><i>6</i></b>
<b><i>a) Sick Leave</i></b>	<b><i>6</i></b>
<b><i>b) Annual Leave</i></b>	<b><i>6</i></b>
<b><i>c) Long Service Leave</i></b>	<b><i>6</i></b>
<b><i>d) Bereavement leave</i></b>	<b><i>6</i></b>
<b><i>e) Parental Leave</i></b>	<b><i>6</i></b>
<b><i>f) Workers Compensation</i></b>	<b><i>7</i></b>
<b><i>g) Carer's Leave</i></b>	<b><i>7</i></b>
<b><i>h) Public Holidays/RDOs</i></b>	<b><i>8</i></b>
<b><i>17. Occupational Superannuation</i></b>	<b><i>9</i></b>
<b><i>18. Jury Service</i></b>	<b><i>9</i></b>
<b><i>19. AWA's</i></b>	<b><i>12</i></b>

<b>20. Union Picnic Day</b>	<b>9</b>
<b>21. Disputes Procedure</b>	<b>9</b>
<b>22. Flexibility of Employment</b>	<b>9</b>
<b>23. Anti-discrimination</b>	<b>10</b>
<b>24. Rights of Union Membership</b>	<b>10</b>
<b>25. Union Meetings</b>	<b>14</b>
<b>26. Union Delegates Training</b>	<b>15</b>
<b>27. Renegotiation</b>	<b>15</b>
<b>28. Redundancy</b>	<b>11</b>
<b>29. Employee Counselling &amp; Discipline Procedure</b>	<b>11</b>
<b>30. Transmission of Business</b>	<b>13</b>
<b>PART B - Monetary Rates</b>	<b>14</b>
<b>Table 1: Rate of Pay</b>	<b>14</b>
<b>Table 2 – Other Rates and Allowances</b>	<b>14</b>
<b>Table 3 – Bonus Incentive Payments</b>	<i>Error! Bookmark not defined.</i>
<b>Appendix I: - Speedibake Redundancy Agreement</b>	<b>14</b>
<b>27. Signatories</b>	<b>23</b>

## **PART A: TERMS & CONDITIONS**

1. **Title**  
This agreement shall be referred to as the Speedibake Enterprise Agreement 2005.
2. **Parties Bound by this Agreement**  
The parties to this agreement are:
  - (a) George Weston Foods Limited, trading as Speedibake, the pastry and bread manufacturing business located at cnr Hughes and Hope Streets, Ermington “the Company”;
  - (b) The National Union of Workers (NSW Branch) “The Union”; and
  - (c) Speedibake employees persons employed by the Company in any of the occupations, industries or callings of the Pastry Cooks, & c (State) Award (the Parent Award) “The Employees”.
3. **Relationship to Parent Award**  
This Award shall be read and interpreted wholly in conjunction with the Parent Award, Appendix 2 of the Pastry Cooks, & c (State) Award, but will prevail over the Parent Award to the extent of any inconsistency.
4. **Date and Operation**  
This Agreement shall take effect from the first pay to commence on or after 16 August 2005 and shall remain in force for a period of two years until 16 August 2007.
5. **Terms of Engagement**  
Employees covered by this Agreement may be engaged on either a full-time, part-time, fixed term or casual basis.

## Definitions

- (i) Full time – means an employee employed by the week to work an average of 38 hours per week.
- (ii) Part time – means an employee employed by the week to work on a standard roster of less than 40 hours per week. (The Consultative Committee will be notified prior to implementation).
- (iii) Fixed term – means a full time or part time employee employed for a specified project or period not exceeding 52 weeks which shall be notified in writing at the commencement of employment. (The Consultative Committee will be notified prior to implementation).
- (iv) Casual – means an employee employed by the hour on a day-to-day basis and engaged and paid as such with the ordinary hours of work not to exceed 40 hours per week, with a minimum of four hours per day.
- (v) Tradesperson – means a person who has completed an indentured course, relevant to their work area.

### a) Probationary Period

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

The employee shall receive adequate training and counselling 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 the Union party to this Agreement to pursue reinstatement or other remedy in the case of any member being dismissed during the aforementioned probationary period.

### b) Casual Labour

The company considers that the engagement a permanent workforce is desirable and it shall, where practicable, engage employees on a permanent basis (i.e., full time or part time, as defined in this agreement). However, due to the nature of the business, casual labour may be engaged from time to time.

On a monthly basis the parties will review work arrangements to endeavour to limit casual labour to a maximum of 20% of the full time workforce on standard production lines, averaged out over a twelve month period.

Casuals will receive the appropriate Agreement rate plus casual loadings of 15% & 1/12 annual leave loading.

### c) Abandonment of Employment

Where an employee is absent from work for a period of three (3) consecutive working days, without notification to the Company 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 Company will only be liable to pay wages and other payments up to and including the last actual day of work.

In each instance, the Company shall take reasonable efforts in contacting the employee prior to termination.

## 6. No Extra Claims

The Union, the Company and employees bound by this Agreement will not pursue any extra claims for the life of this Agreement, including increases arising from Agreement variations or decisions of the Commission other than increases that are consistent with the terms of this Agreement.

The parties will, however, commence discussions as to the possible terms and conditions of a subsequent Agreement three months prior to the expiration of this Agreement.

## 7. Aims and Objectives

The aims and objectives of this Agreement are to improve organisational effectiveness, profitability and productivity and to continually improve on our competitiveness, product quality, safety and employee development.

This can only be achieved with the participation, commitment and cooperation of a flexible workforce, responsive to customer requirements and consumer demands, and assisting in the development and overall growth and success of our business.

## 8. Consultative Committee

- a) A Consultative Committee shall be established to help meet the goals of this Enterprise Agreement.
- b) The Consultative Committee shall consist of:
  - two representatives appointed by the Company
  - three representatives elected by the Employees (this shall include at least one union delegate)
- c) The Consultative Committee shall meet at least once per month, or as decided by the Committee.
- d) The Consultative Committee shall be responsible for:
  - Monitoring and analysing the work process, key performance indicators, implementing process improvements and where necessary recommending redesigning jobs within a framework for improvement in line with business requirements;
  - Contributing to a safe working environment consistent with the requirement of the Occupational Health and Safety Act 2000.
  - Any other issues of employee or Company concern, including but not limited to:
    - Reduction in waste
    - Work practises
    - Shift work arrangements
    - Job design or redesign
    - Absenteeism
    - Flexibility of labour
    - Improved reporting systems and controls
    - Employee learning and development
    - Review of classification structure and cool room allowance
- e) The Company, before implementation, agreement or action shall consider all recommendations made by the Consultative Committee.

## 9. Rates of Pay

In addition to the existing rates of pay employees who have passed their probation and are covered by this Agreement shall, subject to the endorsement by the parties bound, receive the following increases:

- i) A wage increase of 4 % payable from the first full pay period on or after 16 August 2005.
- ii) A wage increase of 4 % payable from the first full pay period on or after 16 August 2006.

## 10. Allowances

- (i) **Early Start** - All ordinary hours worked between 6.00pm and 5.00am an employee shall be paid at the rate of 30% above the ordinary rate of pay.
- (ii) **Saturday Work** – all overtime hours worked on a Saturday shall be paid at the rate of 50% above the ordinary rate of pay for the first two hours and double time thereafter.
- (iii) **Sunday Work** – all overtime hours worked on a Sunday shall be paid at the rate of 100% above the ordinary rate of pay.
- (iv) **Public Holiday Work** – all time worked on a public holiday shall be paid at the rate of 150% above the ordinary rate of pay. Refer Clause 16 (h)
- (v) **Freezer** – an employee who, during the course of their employment is mainly required to work in freezers shall be paid a daily allowance as set out in Part B – Table 2.
- (vi) **Meal** – an employee required to work overtime of two hours or more after finishing time on any day, shall be paid for meal money, in accordance with Part B, Table 2, unless 24 hours notice has been given.

- (vii) **First Aid** – an employee appointed by the Company as a First Aid attendant and who holds the appropriate qualifications shall be paid an allowance per week, as set out in Part B – Table 2.
- (viii) **Cool Room Allowance** – an employee required to work, as part of their normal duties, in the cool room for 25% or more of their time per week will receive an allowance per week, as set out in Part B – Table 2. The temperature for this allowance is between 0 – 5 degrees Celsius.

## 11. Classification Structure

All employees shall be employed in one of the following classifications:

- Team Leader Process Worker/Packer/Cleaner
- Process Worker/Packer/Cleaner
- Team Leader Freezer Person
- Freezer Person
- Team Leader Stacker Person (with forklift license)
- Stacker Person (with forklift license)
- Team Supervisor (temporary relief)

## 12. Probationary Performance Review

All employees must be subject to a performance review in order to advance from their probationary status.

## 13. Uniforms

Uniforms, where required by the Company shall be supplied by the Company.

## 14. Hours of Work and Shift Times

### 14.1 Ordinary hours of work

The ordinary hours of work for full-time employees will be an average of 38 hours per week. For casual employees it is 40 hours a week.

### 14.1 Roster of Hours

The ordinary hours will be notified to each full-time and part-time employee and shall specify the hours of work. An employee's roster shall not change without consent, unless 7 days notice is given.

### 14.2 Rostered Day Off

Only full-time employees are eligible for rostered days off [RDO's].

- (i) 152 hours are to be worked per four-week period
- (ii) An employee will be rostered in advance. RDO's must meet business objectives and therefore will be scheduled at the discretion of management.
- (iii) If these days are to be changed, agreement between the employee and his/her supervisor should be at least seven days in advance.
- (iv) Where practicable, only one person in an area is to be off at any one time. If this is not possible, it should be the minimum number of people possible.
- (v) All RDO's will be taken as full days – no part shifts.
- (vi) (a) Recording of RDO's Taken – the Factory Manager will maintain a record of days taken.  
(b) Non-accumulation of RDO's – RDO's shall not accumulate except when, for a specified purpose, there is agreement between management and a majority of employees e.g. a nominated shutdown period.  
(c) RDOs During Annual Leave – RDO's will not accrue during annual leave.  
(d) Annual Leave Loading for RDO's – Leave loading is not payable in respect to an RDO falling during a period of annual leave.  
(e) RDO's During Workers' Compensation – An employee who is on workers' compensation on an accrued allocated RDO will not be entitled to another day in lieu.  
(f) RDO's During Long Service Leave – An RDO occurring during a period of long service leave will be forfeited.

- (g) RDO's Falling on Public Holidays – RDO's are additional to public holidays and will be scheduled for another day if they clash with gazetted public holidays.
- (h) Wages and RDO's – All leave shall be paid at the rate of 7.6 hours per day.

**14.4 Shifts Per Day**

Employees shall be rostered to work not more than one ordinary time shift in any 24 hour period and there shall be a break of not less than 10 hours between the end of the shift and the start of the next shift.

**14.5 12 Hour Shifts**

Leave is reserved to the parties to apply as they may be advised in relation to the introduction of 12 hour shifts.

**15. Meal Breaks**

Two 20 minute paid meal breaks will be provided for each eight hour shift, to be completed within six hours of the commencement of work.

**16. Leave Entitlements**

**a) Sick Leave**

Any employee absent from work on account of personal illness or incapacity shall be entitled to paid sick leave (5 days for the first year of service, 8 days for the second year of service, 10 days per annum for the third and each consecutive year of service) subject to the following conditions and limitations:

- (i) An employee shall inform the Company of his or her inability to attend for duty, indicating the estimated duration of absence, at the earliest possible opportunity.
- (ii) A medical certificate will be required for absences of two or more consecutive working days.
- (iii) An employee may, in lieu of sick leave, elect to be paid an amount equal to the sick leave that is in excess of two years accumulation (20 days). Where that excess is paid in lieu, the sick leave balance will be reduced accordingly. Such leave will be paid at the ordinary rate of pay.

**b) Annual Leave**

Annual leave shall be in accordance with the Annual Holidays Act 1940.

For each absence of annual leave the employee's accrued annual leave entitlement shall be reduced by the number of ordinary time hours which the employee would normally have worked during that period of absence.

**c) Long Service Leave**

Long Service Leave is in accordance with the Long Service Leave Act, 1955 (NSW).

**d) Bereavement leave**

An employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on production of satisfactory evidence of the death of an employee's spouse, mother, father, brother, sister, child, step child, grandparents and parents in law, a same sex partner who lives with the employee on a bona fide domestic basis, a relative of the employee, whether related by blood, marriage or affinity, who is a member of the same household as the employee. For the purpose of this clause, spouse shall include defacto spouse and the word father and mother shall include step father or mother and foster father or mother.

**e) Parental Leave**

Parental leave is in accordance with the parental leave provisions of the Industrial Relations Act 1996 (NSW).

**f) Workers Compensation**

See Workers' Compensation Act 2000 and Workplace Injury Management & Workers Compensation Act 2000.

**g) Carer's Leave**

1) Use of Sick Leave

a) An employee, other than a casual employee, with responsibilities in relation to a class of person set out in subparagraph (ii) of paragraph (c), who needs the employee's care and support, shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement, provided for in subclause 15 (a), Sick Leave, of clause 15, Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

b) The employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

c) The entitlement to use sick leave in accordance with this subclause is subject to:

i) the employee being responsible for the care of the person concerned; and

ii) the person concerned being:

a) a spouse of the employee; or

b) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or

d) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or

e) a relative of the employee who is a member of the same household, where for the purposes of this subparagraph:

1) "relative" means a person related by blood, marriage or affinity;

2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

3) "household" means a family group living in the same domestic dwelling.

(d) An employee shall, wherever practicable, give the Company 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 absence at the first opportunity on the day of absence.



- 2) **Unpaid Leave for Family Purpose**
  - a) An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in subparagraph (ii) of paragraph (c) of subclause (1) who is ill.
- 3) **Annual Leave**
  - a) An employee may elect with the consent of the employer, subject to the Annual Holidays Act 1944, to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
  - b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
  - c) 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 days are taken.

**h) Public Holidays/RDO's**

1. All Public Holidays or any other public holiday are observed and special days appointed by proclamation for the district as public holidays shall be holidays under this Agreement. The Union picnic day shall be agreed by between the employees and the Company and shall also be observed as a holiday. No deduction shall be made from the pay of a weekly employee in any week in which any of the above named holidays fall if the employee is not required to work on any of such holidays. If an ordinary shift is falls on a public holiday employees will be entitled to public holiday rates for the whole shift even if your shift finishes after the public holiday. If an ordinary time shift starts before the public holiday you will be paid normal rates, even if the shift runs into the public holiday.  
A single time shift may be moved to the front or back of the week prior to Christmas Day and Good Friday or hours of work prior to Christmas Day and Good Friday maybe adjusted in consultation with Speedibake Management and employees. These shifts will be paid at a single time rate.
2. An employee required to work on any of the holidays named in subclause (1) of this clause shall, for all time worked on any such holidays, be paid in accordance with clause 10, Allowances.
3. An employee absent without leave on the working day immediately preceding an award holiday, holidays or RDOs, or on the working day immediately succeeding such holiday or holidays or RDO, shall forfeit wages for the days of absence including the holiday, holidays or RDO, except where such absence is due to illness of the employee or to another reasonable cause, proof whereof shall be upon the employee.

	<b>2005</b>	<b>2006</b>	<b>2007</b>
New Year's Day	Saturday, 1 January	#Monday, 2 January	Monday, 1 January
Additional Holiday	Monday, 3 January		
Australia Day	Wednesday, 26 January	Thursday, 26 January	Friday, 26 January
Good Friday	Friday, 25 March	Friday, 14 April	Friday, 6 April
Easter Saturday	Saturday, 26 March	Saturday, 15 April	Saturday, 7 April
Easter Monday	Monday, 28 March	Monday, 17 April	Monday, 9 April
Anzac Day	Monday, 25 April	Tuesday, 25 April	Wednesday, 25 April
Queens Birthday	Monday, 13 June	Monday, 12 June	*Monday, 11 June
**Bank Holiday	Monday, 1 August	Monday, 7 August	Monday, 6 August
Labour Day	Monday, 3 October	Monday, 2 October	*Monday, 1 October
Additional Holiday	Sunday, 25 December		
Christmas Day	#Monday, 26 December	Monday, 25 December	Tuesday, 25 December
Boxing Day	Tuesday, 27 December	Tuesday, 26 December	Wednesday, 26 December

- Yet to be proclaimed
- \*\* Not a state-wide public holiday
- # Holiday automatically transferred from Sunday

**17. Occupational Superannuation**

Superannuation contributions made by the Company on behalf of the Employees under this agreement may only be made to George Weston Foods administered fund (The Default Fund) or the LUCRF Fund Employees shall have the choice to have contributions directed to either fund. This choice may be exercised as at 1 January each year. The cost of any change will be the responsibility of the Employee.

**18. Jury Service**

An employee other than a casual employee shall be allowed leave of absence during any period when required to attend jury service.

During any leave of absence for jury service an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay. An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service, and shall give the Company notice of such requirement as soon as practicable after receiving notice to attend jury service.

**19. AWA's**

There will be no AWA's (Australian Workplace Agreements) for the life of this agreement.

**20. Union Picnic Day**

After consultation and agreement with the Company, employees may elect to change the Union Picnic date, provided the resolution has been passed by 65% of those employees affected.

**21. Disputes Procedure**

Subject to the Industrial Relations Act 1996, any grievance or claim arising out of or relating to the Agreement shall be dealt with in the following manner:

- (i) Should any matter arise which gives cause for concern to an employee, the employee shall raise the matter with the immediate supervisor, and Union delegate, as required.
- (ii) If the matter remains unresolved it shall be referred in writing to the Manufacturing Manager of the Company and the Secretary or representative of the Union.
- (iii) If the matter remains unresolved it shall be submitted to the Industrial Relations Commission of New South Wales, whose decision shall, subject to any appeal with the Industrial Relations Act 1996, be final.
- (iv) During the discussion the status quo shall remain and work shall proceed as normally. Status quo shall mean – the situation existing immediately prior to the dispute or matter giving rise to the dispute.
- (v) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this clause.
- (vi) The parties shall, at all times, confer in good faith and without undue delay.
- (vii) In the event that the Union undertakes industrial action against the Company any action that requires employees to stop work it will ensure that all necessary steps shall be taken to safely close down all processes without loss or damage to product or production equipment. Such action will be advised to the Company with at least 3 hours prior notice.

**22. Flexibility of Employment**

a) Flexible Work Practices

The parties acknowledge the importance of flexible work practices in promoting the efficient operation of a manufacturing environment.

- b) **Temporary Transfer of Duties**  
Where the employee's work is not available or where the employee's service can be better used on different duties then the employee will undertake those duties provided he/she is capable of performing the work.
- c) **Flexible Hours**  
Due to the nature of the industry and the need to meet changing customer requirements the rostered hours of work may be subject to variation. When this is necessary the Company shall consult with the employees effected before making the necessary changes by mutual agreement. In the event of agreement not being reached, the Disputes Procedure shall be followed.

(Within 6 months of the commencement of this agreement the parties will hold discussions regarding the application of this clause (21c), with a view making appropriate amendments as may be agreed).

### **23. Anti-discrimination**

- a) It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3 (f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- b) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- c) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- d) Nothing in this clause is to be taken to affect:
  - i) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - ii) offering or providing junior rates of pay to persons under 21 years of age;
  - iii) any act or practice of a body established to propagate religion which is exempted under section 56 (d) of the Anti-Discrimination Act 1977;
  - iv) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- e) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

Notes:

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56 (d) of the Anti-Discrimination Act 1977 provides:  
"Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion."

### **24. Rights of Union Membership**

- i) Consistent with the provisions of the Industrial Relations Act, 1996, the employer recognises and supports the rights of the employees covered by this agreement to:
  - a) Join the Union, and
  - b) Exercise all rights pertaining to their membership.

- ii) The employer agrees to take all reasonable steps to assist and encourage employees to exercise these rights. In particular, new employees will be:
  - a) Advised that the employer supports the Union presence in the workplace;
  - b) Provided with a Union enrolment card and introduced to the Union workplace delegate upon commencing work.
  - c) Where an employee is elected by fellow employees as a Union delegate and their name is forwarded by the union to the company, the said union delegates shall be allowed such time as necessary to interview employees and the company or the company representatives on matters affecting the employees whom the delegate represents.
  - d) The elected union delegate and co-delegate shall be released from duty on full pay upon confirmation from the State Secretary of the Union that he/she is required for legitimate union business of site. Such release from duty shall not be unreasonably refused.
- iii) The Company shall, upon authorisation, deduct Union membership fees, as levied by the Union, in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to Members accounts.

**25. Union meetings**

- (i) The Union may conduct up to 12 one hour paid meetings per year with employees in each year, provided the meetings are arranged at times that do not affect production & are agreed by the Company.
- (ii) The Union will give the Company reasonable notice of its intention to hold meetings with employees.
- (iii) Where meetings are held outside of an employee's normal rostered hours, they will be paid at ordinary time rates only.

**26. Union delegates training**

An appointed Union delegate shall be allowed up to 10 days (without loss of ordinary pay) in each year to attend official Union training courses. The Union must give the Company at least 2 weeks notice (in writing) of the delegate's requested attendance at such training courses. Provided that training dates are mutually agreed between the parties.

**27. Renegotiation**

No later than three months prior to the expiry of this Agreement, the Company, employees and union shall commence a process to review this Agreement. This process shall include:

- a) an exchange of issues, items and matters for review;
- b) the establishment of a timetable for conclusion of the review process and reaching a new Agreement prior to expiry date of this Agreement.

**28. Redundancy**

The Company recognises that business demands may result in employee redundancies. In such an event the terms and conditions of the redundancy are detailed in Appendix I.

**29. Employee Counseling & Discipline Procedure**

The role of counselling and discipline in the workplace should be corrective in nature. Discipline is aimed at obtaining compliance with the Company's "Guidelines for Conduct".

The following procedure, which shall be used for all cases other than those warranting summary dismissal, is designed to encourage and improve good work practices, performance and individual conduct. The procedures also prescribe steps for guidance, and, in appropriate cases, taking disciplinary action.

### The Objectives

- a) To encourage and improve good work practices, performances and individual conduct.
- b) To ensure that all matters relating to employee and management conduct are investigated properly, considered reasonably and are dealt with promptly and fairly.
- c) To ensure that every consideration has been given to correcting unsatisfactory performance or conduct.
- e) To ensure that, other than in cases of serious misconduct, severe disciplinary action is taken only as a last resort, following appropriate counselling and after formal warnings have been given.

### Responsibilities

- a) This procedure is to be observed by Team Leaders, Supervisors and Managers at all levels. It is management's responsibility to make available and known to all employees as appropriate, the standard terms and conditions of their employment, and all rules and regulations relating to their work. Employees for their part are required to familiarise themselves with these documents and to comply with the prescribed Company rules and statutory regulations.
- b) Infringement of rules will be dealt with on an individual basis, and where appropriate, mitigating circumstances will be taken into account.

### **The Procedure**

The employee shall be offered the opportunity to have a Delegate or witness present at steps 2 to 5 of this procedure.

#### **Step 1: Incident Report/counselling (period three (3) months)**

This shall consist of an incident report/counselling ticket completed as a record of on the employee's file and counselling of the employee, so that the employee understands the need for improvement in his / her behaviour or performance. (This step refers to minor breaches)

#### **Step 2: Verbal Counselling/warning (period six (6) months)**

This shall consist of a verbal warning recorded as a record of interview on the employee's file and counselling of the employee, so that the employee understands the need for improvement in his / her behaviour or performance. The interview shall be attended by the Employee, Supervisor, and, if requested a Delegate or witness.

#### **Step 3: Written Warning (period six (6) months)**

On a second disciplinary occurrence, occurring prior to the expiry of the previous period set out in Step 2 above, a written warning will be issued to the employee with a copy being placed upon the employee's file.

The counselling shall impress upon the employee, the seriousness with which the Company views the offending behaviour and the interview shall be attended by the Employee, Supervisor, Manager and, if requested a Delegate or witness.

#### **Step 4: Final Written Warning (period twelve (12) months)**

Should the offending behaviour/performance continue beyond Step 1, 2 and 3, the employee shall be given a written final warning with a copy to the employee's file. The final warning shall indicate clearly to the employee that any further transgression will result in dismissal.

This interview shall be attended by the Employee, the Supervisor, the Business Unit Manager, or nominated representative and, if requested, the Union Delegate. The Union Delegate shall be given the opportunity to contact the Union. Organiser and secure his / her attendance, should this be requested by the Employee.

## **Step 5: Dismissal**

If Steps 1 - 4 are unsuccessful in bringing about the behavioural change or performance improvement required the Company may dismiss the employee.

Should dismissal be necessary, the action shall involve the Business Unit Manager, the Union Delegate, the Human Resources Manager, the General Manager of the Site and, if requested, the Union Organiser or witness.

- i) The employee shall be stood down on pay, while the matter giving rise to the decision to dismiss is reviewed between the Business Unit Manager, the Human Resources Manager, the General Manager.  
During the process the decision to dismiss will be thoroughly reviewed to ensure that all steps have been correctly followed.
- ii) The employee shall be called in, on pay, and invited, within a private office and in company with the Union Delegate, and, if requested, the Union Organiser, to explain the behaviour complained of and asked to explain why dismissal should not proceed.
- iii) If, following this procedure, a response satisfactory to the Human Resources Manager and/or the General Manager, is not given, and the decision to dismiss the employee is confirmed, then the necessary steps will be approved by the Human Resources Manager and/or the General Manager to conclude necessary actions to effect payments, certificates, etc, for the employee concerned, as required by this Award.

## **General**

Where a serious default in behaviour/performance occurs, but is deemed by the Company not to warrant summary dismissal, the Company may commence action under the clause, at the step which it (the Company) considers appropriate to the seriousness of the offending behaviour/performance.

In cases of employees being subject to this clause for being absent without pay, having exhausted their entitlement to sick leave, step four (4) will be the first and final counselling step, with step five (5) being dismissal.

Warnings shall be issued in formal surroundings and shall follow full examination of the alleged misconduct.

The employee shall have full opportunity to respond to any allegations made prior to any warnings being issued under this clause.

Each written warning shall outline the nature of the unsatisfactory behaviour or performance.

Warnings shall be issued under the procedure for offences as identified within the "Guidelines for Conduct".

The Employee Counselling and Discipline Procedure does not apply in cases warranting summary dismissal.

Speedibake reserves the right to summary dismissal in cases of gross misconduct

## **25. Transmission of Business**

If Speedibake as a business were to "change hands," i.e. through transmission from one employer to another, the service of all employees who go with the business is deemed to be unbroken by the transmission, and the period of service which the employee has had with the previous owner of the business is to be deemed service with the new owner. Provision is made in industrial legislation such as the Workplace Relations Act 1996 and the Industrial Relations Act 1996 [NSW] to protect the accrued entitlements of employees during "transmission, succession, or assignment" of a business.

**PART B - Monetary Rates**

**Table 1: Rate of Pay**

<b>Position</b>	<b>New Starter/Hourly Amount Effective 16.08.05</b>	<b>Hourly Amount Effective 16.08.05</b>	<b>Hourly Amount Effective 16.08.06</b>
Process Worker/Packer/ Cleaner	<b>15.25</b>	<b>15.86</b>	<b>16.49</b>
Team Leader Process Worker/Packer/Cleaner	<b>NA</b>	<b>17.58</b>	<b>18.28</b>
Team Supervisor (temporary relief)	<b>NA</b>	<b>18.47</b>	<b>19.20</b>
Freezer Person	<b>16.18</b>	<b>16.83</b>	<b>17.50</b>
Team Leader Freezer Person	<b>NA</b>	<b>18.47</b>	<b>19.20</b>
Team Supervisor (temporary relief)	<b>NA</b>	<b>19.29</b>	<b>20.06</b>
Stacker Person (with forklift license)	<b>16.18</b>	<b>16.83</b>	<b>17.50</b>
Team Leader Stacker Person (with forklift license)	<b>NA</b>	<b>18.47</b>	<b>19.20</b>
Team Supervisor (temporary relief)	<b>NA</b>	<b>19.29</b>	<b>20.06</b>

NB:(a) Probationary employees are paid the New Starter rate and will not be appointed to Team Leader duties

(b) Team Supervisor (temporary relief)

(i) The Company may appoint an employee to act as Team Supervisor to provide temporary relief in the absence of the regular or designated Shift Supervisor or Line Supervisor.

(ii) The employee will take over the duties & responsibilities of the Shift Supervisor or Line Supervisor

(iii) The employee will be paid at the appropriate Team Supervisor rate (as per Table1) for all hours worked in the position.

**Table 2 – Other Rates and Allowances**

<b>Item No.</b>	<b>Subject Matter</b>	<b>Amount Pre 16.08.05</b>	<b>Amount Effective 16.08.05</b>	<b>Amount Effective 16.08.06</b>
1.	First-aid allowance	<b>\$12.59 per week</b>	<b>\$13.09per week</b>	<b>\$13.62 per week</b>
2.	Freezer allowance	<b>\$10.81 per day</b>	<b>\$11.24 per day</b>	<b>\$11.69 per day</b>
3.	Meal allowance for working 2 or more hours overtime	<b>\$9.73 per meal</b>	<b>\$10.12 per meal</b>	<b>\$10.52 per meal</b>
4.	Cold Storage allowance	<b>\$10.81 per week</b>	<b>\$11.24 per week</b>	<b>\$11.69 per day</b>

Freezer Allowance : for employees who, as part of the normal duties, are required to work in the cold storage room for 25% or more of the time per week- the temperature to receive this allowance is between 0 - 5 degrees Celsius.

(Allowance not for all purposes of this Agreement).

**Appendix I: Speedibake Redundancy Agreement**

In the event that bona fide redundancy occurs at Speedibake, the following terms and conditions will apply.

**1. ALTERNATIVE EMPLOYMENT**

**a) Within Speedibake**

The Company will endeavour to find alternative jobs within other areas of the Baking Division for all employees whose jobs become redundant.

Where appropriate, the Company will provide support and training for employees being offered alternative jobs.

- i) If an employee is transferred to an alternative job in the Company, then a probationary period of 3 months will apply. On satisfactory completion of this period it will be deemed that the employee has transferred permanently to the new job and all rights to claim redundancy will cease.
- ii) If an employee is transferred to a job that carries a lower rate of pay than his/her redundant job, the employee will maintain his/her current rate of pay until the rate for the new level/classification "catches up". In the event that a job equivalent in level to his/her previous classification is subsequently offered to the employee then he/she is obliged to accept the position or have their pay rate reduced accordingly.

**b) Within George Weston Foods Limited**

The Company will arrange for the appropriate details of those employees affected to be circulated throughout the other divisions of George Weston Foods with the aim of securing alternative employment.

If an employee is offered alternative employment in another division or company, this will be considered a transfer, and annual leave and long service leave entitlements will transfer with the employee and continuity of service will be maintained.

**2. PERIOD OF NOTICE**

Each individual employee will be given formal notice of the scheduled termination date. The Company will endeavour to give a minimum notice of four weeks of intended redundancies. If an employee leaves the Company for whatever reason before the scheduled date, he/she shall not be entitled to the redundancy benefits.

**3. BENEFITS**

**Service Payments**

The following benefits will apply and payments will be calculated on the employee's ordinary rate of pay.

- Four weeks pay in lieu of notice (additional one weeks pay if over age 45 years with more than 2 years service).
- Four weeks pay for every year of service (to a maximum of 52 weeks). Service of less than a full year shall be calculated on a pro-rata basis.
- Payment of all accumulated annual leave, including leave loading, on a pro-rata basis.
- Payment of accumulated long service leave on a pro-rata basis from the first year of service.
- Payment of superannuation entitlement.

**Limitation of Benefits**

The maximum payment of service-related benefits will be limited to 52 weeks pay. However, the parties agree that this will be open for discussion in the event of a total closure, or a forced redundancy.

**4. TIME OFF TO ATTEND INTERVIEWS**

A maximum of 16 hours paid time off will be allowed for the purpose of attending job interviews during the notice period. Satisfactory proof of attendance must be produced in order to qualify for payment.

**5. SKILLS RETENTION**

The Company may consider volunteers for redundancy provided that there is no disadvantage to the Company in the retention of adequate skills based on the Company's present and future needs.



**6. FINANCIAL COUNSELLING**

The Company will provide financial advisers at the Company's expense to assist employees with investment advice, if required.

**27. Signatories**

This Enterprise Agreement is made at Ermington, NSW on this

\_\_\_\_\_ day of \_\_\_\_\_ 2006

Signed for and on behalf of  
GEORGE WESTON FOODS LTD  
Trading as Speedibake  
(A Branch of George Weston Foods Ltd)

Signed for and on behalf of  
NATIONAL UNION OF WORKERS  
(NSW BRANCH)

\_\_\_\_\_

\_\_\_\_\_

In the presence of:

In the presence of:

\_\_\_\_\_

\_\_\_\_\_