

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO: EA00/300**

**TITLE: Tip Top Bakeries Chatswood (Maintenance) Enterprise Agreement  
1999**

**I.R.C. NO: 2000/2729**

**DATE APPROVED/COMMENCEMENT: 6 July 2000 & 8 September 1999**

**TERM: 36 months**

**NEW AGREEMENT OR  
VARIATION: New**

**GAZETTAL REFERENCE:**

**DATE TERMINATED:**

**NUMBER OF PAGES: 8**

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES: Applies to all employees engaged pursuant to the Metal and Engineering Industry Interim Award**

**PARTIES: Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch -&- Electrical Trades Union of Australia, New South Wales Branch, George Weston Foods t/as Tip Top Baker**



# TIP TOP BAKERIES CHATSWOOD (MAINTENANCE) ENTERPRISE AGREEMENT 1999

## 1.0 TITLE

This Agreement shall be known as the Tip Top Bakeries Chatswood (Maintenance) Enterprise Agreement 1999.

## 2.0 ARRANGEMENT

The Agreement is arranged as follows:

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## 3.0 APPLICATION

This Agreement shall apply at Tip Top Bakeries, 51 Alleyne Street, Chatswood to all employees who are bound by the terms of the Metal and Engineering Industry (New South Wales) Interim Awards in so far as those provisions relate to the parties referred to in clause 4 of this Agreement.



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### 4.0 PARTIES BOUND

The parties to this agreement are:

- 4.1 Tip Top Bakeries Chatswood herein referred to as "The Company".
- 4.2 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers Union herein known as the "The AMWU".
- 4.3 The Electrical Trades Union of Australia NSW Branch.
- 4.4 All employees, whether members of the organisation of employees named in 4.2 of this clause or not, who are engaged in any of the occupations, trades, industries or callings specified in the Metal and Engineering Industry (New South Wales) Interim Award herein referred to as "the Award".

### 5.0 DATE AND PERIOD OF OPERATION

This agreement shall operate for three (3) years from Monday 8th September, 1999 and will be certified by the New South Wales Industrial Relations Commission. The expiry date shall be 8th September, 2002.

### 6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This agreement shall be read wholly in conjunction with the Award mentioned in clause 4 Sub Clause 4.4. Provided that where there is any inconsistency between this Agreement and the Award this Agreement shall take precedence to the extent of any inconsistency.
- 6.2 It is a condition of this Agreement that the Award is maintained entirely as it stood on the 8th September, 1999 and as varied from time to time relating to Allowances.
- 6.3 This Agreement incorporates the Contract of Employment for all current and newly recruited employees outlined in clause 4 of this agreement, including Apprentices and Trainees.

### 7.0 WAGES

All wage increases will be cumulative and will be based on existing Company rates (as detailed in clauses 7.2 and 7.3), excluding certain allowances.

- (a) A wage increase of four point five percent (4.5%) shall be paid from 8th September 1999.
- (b) A second wage increase of four point five percent (4.5%) shall be paid from 8th September 2000.
- (c) A third and final wage increase of four point five percent shall be paid from the 8th September 2001.



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7.0

**(A) ANNUALISED SALARY**

The Company (herein trading as Tip Top Bakery Chatswood) and the Maintenance team (herein referred to as the Reliability Team) agree on the introduction and implementation of an annualised salary system over a period of three (3) years, commencing from the 8<sup>th</sup> September 1999 and concluding on the 8<sup>th</sup> September 2002.

- 7.1 Both parties agree that the total wage increase over the three-year period shall not exceed 13.5%.
- 7.2 Both parties agree that the components used for calculating the annualised salary comprise the weekly base rate, the weekly margin, shift allowances, week-end penalty rates, average over-time (calculated over the last two years) and the allowance paid for the flexibility to attend emergencies during lunch breaks.
- 7.3 Other allowances such as First-Aid, Tool Allowance, etc., where applicable are to be paid only as fixed allowances on a weekly basis and are to be excluded from the annualised salary when calculating the wage increases as agreed at Clause 7.1.
- 7.4 Both parties also agree to review the operation of the annualised salary system twelve months after implementation date (from the 8<sup>th</sup> September 2000) with a view to either reverting back to the previous weekly wages system or of making mutually agreeable amendments to the annualised regime.
- 7.5 Should either party determine that it is in their best interests to revert back to the weekly wages system, all agreed wage increases referred to at Clause 7.1, (including the fixed hourly rate for daily overtime in excess of three hours) shall be based only on the weekly base rate, excluding margins, allowances and other forms of payments. Penalty rates applicable to overtime work shall revert back to the Parent Award's formula.
- 7.6 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.
- 7.7 The Reliability Team commits to supporting the Bakery 24 hours per day. 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 \$35 per hour. This flat hourly rate shall also apply to call outs, unscheduled shift coverage, annual and/or sick leave relief.



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- 7.8 The flat rate of \$35 per hour for working overtime shall be increased by the same percentage factor and on the same date as prescribed in Clauses 7.1, 7.2 and 7.3.
- 7.9 A Reliability Team member who performs a full day's work on a public holiday shall also be entitled to one day off in lieu at his 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 that the work was performed. The entitlement to such day off in lieu is to be forfeited if not taken within the above four weeks.
- 7.10 The Reliability Team agrees to make changes to the working rosters in accordance with the operational needs of the Bakery and in order to provide service and maintenance backup at all times.

**8.0 TRADE UNION TRAINING LEAVE (T.U.T.L)**

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 (5) days paid Trade Union Training Leave per year. To allow for due consideration of shift rosters and envisaged workload within the enterprise, the AMWU commits to at least 3 weeks notification of courses on offer, One Delegate per annum.

**9.0 RIGHT OF ENTRY FOR UNION OFFICIALS – SHOP STEWARDS**

The right of entry for Union Officials shall reflect the current practice as prescribed under Clause 25 of the parent Award.

- 9.1 Management is to be informed by the Union Official or Delegate of the intended visit of the AMWU Official providing the approximate time of arrival and duration of the visit.
- 9.2 Upon arrival, the AMWU Official shall report to the main reception, sign the visitor's book and request to see the accredited delegate or proxy, who in turn will notify Management of the Officials' presence on site. Officials and delegates will be permitted to interview employees after discussion with Management whilst giving due consideration to the need for uninterrupted work.
- 9.3 Accredited Union Delegates shall be allowed to conduct relevant Union business on company time after discussion with Management. The time spent shall be reasonable with due consideration to the company's workload.
- 9.4 The Company agrees to supply access to telephones and fax machines to accredited Union Delegates for relevant Union/Company business.



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9.5 This Clause waives the 48 hour notification period required by the Industrial Relations Act 1996 (N.S.W).

### 10.0 CASUAL/CONTRACT LABOUR (C.C.L)

The parties to this Agreement are committed to a permanent and permanently employed workforce. Whilst recognising the need for Casual or Contract personnel during emergency situations, such arrangements shall be kept to an absolute minimum. The engagement of C.C.L for a longer duration is to be discussed with the shop delegate.

10.1 C.C.L shall be paid the relevant classification level and in any case no less than permanent employees.

10.2 Management shall not replace the permanent workforce/positions with C.C.L.

10.3 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 C.C.L. is unavoidable, permanent employees shall be offered overtime and change of shift arrangements before such overtime and shifts are offered to non permanent employees.

### 11.0 AUSTRALIAN WORKPLACE AGREEMENTS

There will be no Australian Workplace Agreements or Individual Contracts within the life of this Agreement.

### 12.0 PAYROLL DEDUCTION FOR UNION FEES

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

### 13.0 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 parent Award with Apprentices and Trainees receiving paid training as approved by the Industry Training Advisory Board. Where Apprentices and Trainees are on approved training activities, the Company agrees to pay for TAFE fees and textbooks upon the Apprentice/Trainee producing suitable receipts.



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### 14.0 AIM 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 intent of this Agreement to increase job satisfaction, multi-skilling and job security.

### 15.0 COMPETENCY STANDARDS

15.1 Tip Top Bakery 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 employees' 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
- Introduce a wider range of career options
- Recognise employees' additional skills where utilised through an acceptable structure
- Develop a more consultative and participative approach to work and

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

15.3 Both parties to this Agreement 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.

15.4 The implementation of the Competency Standards in Tip Top Bakery Chatswood 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.

15.5 Where an additional payment (for instance in the form of a margin) has 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.

15.6 Management and Employee representatives will be selected to form a Committee responsible for overseeing the implementation of the competency standards at the Chatswood Bakery.

15.7 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

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Identify a process for validation/consultation with the workforce on the outcome of each step  
Provide training to committee representatives  
Identify sources of advice

**16.0 SUPERANNUATION**

The Company agrees to maintain the existing Superannuation Scheme. Should the company wish to change the scheme, this shall only be done in accordance with the rules of the Trust Deed and other Federal laws governing superannuation, after consultation and agreement of the employees concerned.

**17.0 PRECEDENCE OF AGREEMENT**

This Agreement shall not be used to establish precedence in other Tip Top Bakeries or other enterprises except by agreement of the parties to this Agreement.

**18.0 NO EXTRA CLAIMS**

Apart from minor wage adjustments that may arise from the implementation of the National Competency Standards, the Parties to this Agreement commit to not pursuing any extra claims during the life of this Agreement.

**19.0 AVOIDANCE OF INDUSTRIAL DISPUTES**

Clause 12 of the parent Award shall apply in relation to the Avoidance of Industrial Disputes.



**20.0 SHIFT ARRANGEMENT – ATTACHMENT A**

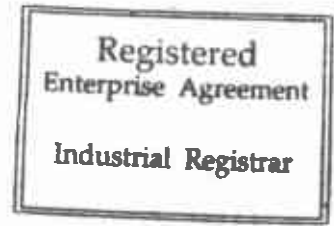
The agreed shift arrangement is designed to operate within the parameters of the parent Award. Appropriate shift Loading and overtime rates apply as per the annualised salary package. (See attachment A for shift patterns).

**21.0 REVIEW DATE**

The parties to this Agreement commit to reviewing its implementation at the end of the first twelve months of its operation. Either Party can choose to opt out of Clause 7.0 (A) thereby voiding the remaining Clauses of the Agreement. In such circumstances, the wage adjustments agreed to at Clause 7.0 shall continue to be effective except that the quantum increases shall apply to employees' base wage rates, excluding margins, overtime and all other allowances.



	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURS	FRI	SAT
SHIFT 1 FITTER	4.30AM-2.30PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 12.00PM	6.00AM - 12.00PM	6.00AM - 4.00PM
ELECTICAL	4.30AM-2.30PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 12.00PM	6.00AM - 2.00PM	9.00am-7.00pm
SHIFT 2 FITTER	OFF	OFF	6.00AM - 12.00PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 2.00PM	6.00AM - 4.00PM
ELECT	OFF	OFF	8.00am-2.00pm	6.00am-2.00pm	6.00AM - 2.00PM	6.00AM - 2.00PM	9.00am-7.00pm
SHIFT 3 FITTER	OFF	10.05am-6.05pm	12.00PM - 6.00PM	10.05am-6.05pm	2.00PM - 10.00PM	2.00PM - 12.00AM	OFF
SHIFT 3 ELECT	2.00PM-10.00PM	2.00PM-10.00PM	2.00PM-10.00PM	OFF	2.00PM-10.00PM	2.00PM-10.00PM	OFF
SHIFT 4 FITTER	2.00PM- 12.00AM	6.00PM-4.00AM	6.00PM-4.00AM	6.00PM-4.00AM	OFF	OFF	OFF
SHIFT 5 FITTER	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	OFF	OFF
ELECT	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	10.00PM-6.00AM	OFF	OFF



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22.0 RENEGOTIATION OF NEXT AGREEMENT


The parties agree to commence negotiations for the next Agreement no later than three (3) months prior to the expiry date of this Agreement. The parties agree to bargain collectively. AMWU and ETU officials can, by invitation participate should the employees request such participation.

23.0 LEAVE RESERVED

Leave is reserved for the Union to apply, during the life of this Agreement, in respect to redundancy arrangements for employees covered by its terms.


ENDORSEMENT OF THE AGREEMENT

On behalf of the Company

      7.3.00  
Signature      Date


DOUG STEWART      GENERAL MANAGER  
Print Name and Title

On behalf of the AMWU

      06 MAR 00  
Signature      Date

PAUL DASTIAN      JIAS SECRETARY  
Print Name and Title

On behalf of the ETU

      27.2.00  
Signature      Date

BERNICE RIORDAN      SECRETARY  
Print Name and Title

