

REGISTER OF  
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/138

TITLE: Sara Lee Bakery Australia Pty Limited Gosford Site Maintenance Enterprise Agreement 1997

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 17 July 1997 and commenced from the first pay period on or after 17 July 1997

TERM: Expires 28 April 1999

NEW AGREEMENT OR VARIATION: New Replacing EA 12/96

GAZETTAL REFERENCE:

DATE TERMINATED:

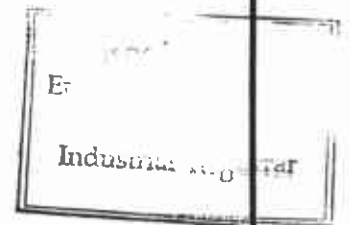
NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

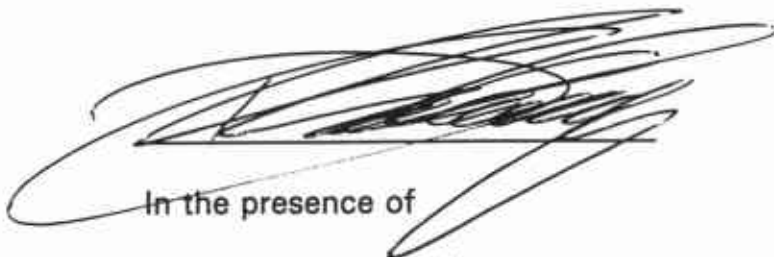
EMPLOYEES: To apply to employees employed pursuant to the Metal and Engineering Industry (New South Wales) Interim Award and Electricians, &c. (State) Award

PARTIES: Sara Lee Bakery (Australia) Pty Ltd -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch

**SARA LEE BAKERY(AUSTRALIA) PTY LIMITED  
GOSFORD SITE MAINTENANCE  
ENTERPRISE AGREEMENT 1997**



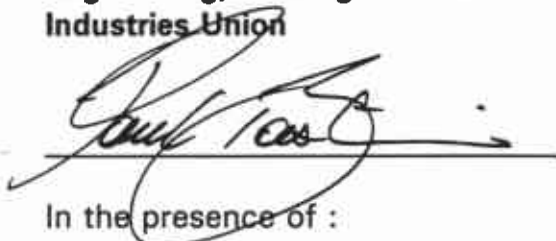
SIGNED for and on behalf of Sara  
Lee Bakery (Australia) Pty Limited



In the presence of



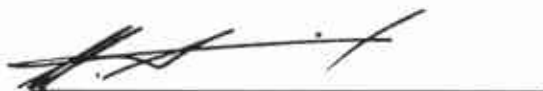
SIGNED for and on behalf of the  
**Automotive, Food, Metals,  
Engineering, Printing and Kindred  
Industries Union**



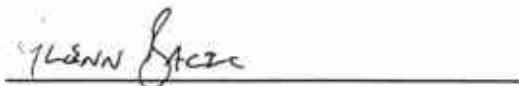
In the presence of :



SIGNED for and on behalf of the  
Electrical Trades Union of  
Australia (NSW Branch)



In the presence of:



**1. Title of the Agreement.**

This Agreement shall be known as the **Sara Lee Bakery (Australia) Pty Limited-Gosford Site Maintenance Enterprise Agreement 1997.**

**2. Arrangement**

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### 3. Application

This Agreement applies to :

- A. Sara Lee Bakery (Australia) Pty Ltd ,GOSFORD and
- B. All employees whether members of an organisation of employees listed in sub-clause C or not engaged in any of the occupations, industries or callings specified in the parent awards listed in Clause 5. and
- C. Electrical Trades Union of Australia , New South Wales Branch and Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

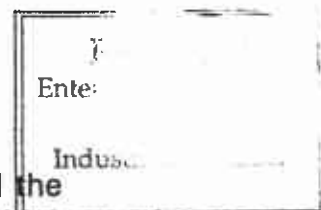
### 4. Objectives of this Agreement :

This Agreement between Sara Lee - Gosford and its employees and appropriate Unions has been developed through a process of consultation and participation with all parties.

The aim of this Agreement is to ensure that through the changes to management systems commenced under the first Enterprise Agreement the Company's management and its employees can continue to work together to maintain and build on the Company's success as an innovative market leader in the manufacture of frozen cakes, desserts and baked products for the Retail, Foodservice and Export markets.

Both parties agree that their objectives are based on participation, teamwork, trust, devolved responsibilities and to achieve real and sustainable improvement they must ensure that :

- a) the opportunity is available to all employees to improve their knowledge and skills through training and learning;
- b) a culture of understanding of productivity and its relationship to employment security and growth is created;
- c) a sense of teamwork is developed across all functions and departments within the site that leads to achieving simultaneous improvement in productivity issues such as cost, quality, technology, work organisation, product delivery and training;



- d) establishment and maintenance of consultative and participative processes that encourages all employees and management to deal with the barriers affecting productivity;
- e) these barriers are resolved by re-defining and reorganising the way in which work is performed, breaking down functional barriers and incorporation of quality as an integral component of the work itself;
- f) that labour turnover, disputation, absenteeism and lost time through injury are reduced by creating job roles which promote a safer and better working environment and ensure job satisfaction.

Employees covered by this Agreement will have :

- greater access to meaningful career paths
- greater participation in decision making
- greater acceptance of responsibilities and accountability for their own work priorities.

#### **5. Relationship to Parent Award**

The Agreement herein is intended to be interpreted wholly in conjunction with, and is complementary to, the following Awards :

**Metal and Engineering Industry (NSW) Award  
Electricians & C (State) Award**

This Agreement replaces the **Kitchens of Sara Lee (Gosford) Industrial Agreement** registered on the 28 April 1994 and the **Kitchens of Sara Lee (Australia) Pty Limited Gosford Site Industrial Agreement No. 2 - Maintenance Employees** registered on 19 December 1995.

**Provided that** where this Agreement is silent on rates of pay, conditions, allowances and other matters pertaining to the employment relationship, relevant awards or Agreements shall apply and where any Award condition is better than the terms of this Agreement that condition will apply.

#### **6 Wage Increases**

The following increases shall be available to all employees covered by this Agreement:

- (i) From the first pay period on or after 28 April 1997 a 3% wage increase will be payable.
- (ii) From the first pay period on or after 28 April 1998 a 3% wage increase will be payable.

These wage increases will be paid on the ordinary time rate of each employee (such rate includes all purpose allowances.) Refer to Table (I) attached to this document.

## 7. Classification Structure

Full details of the Levels for each stream of the Classification Structure and the criteria for movement between Levels is detailed in Attachment A.

The aim of this Classification Structure is to provide people with the opportunity to progress in accordance with the amount of responsibility that they are prepared to take for quality and effectiveness.

The Classification Structure needs to be read in conjunction with the skills lists related to each job and the hierarchy of all skills across the jobs in Production, Warehouse & Distribution, Engineering and Resale Store.

The structure is based on :

1. Employees having achieved the necessary competencies before they are classified at that higher level.

In order to meet the requirements of a particular level a person would need to meet the requirements of all lower levels for that area of work.

2. The opportunity being available at Level 5 to progress (with appropriate training and qualifications) from the Production stream to the Engineering stream if there is a position available. Prior to such transfer the appropriate Union Delegate will be consulted.
3. The structure is based on transferring **A PERSON** to a level not **A JOB** as it has been defined in the past.
4. A person is able to progress from Level 5 to Level 6 on their own initiative by attaining the skills required. This means that a person does not have to wait for a position to become available.

The only restriction is on the amount of training and opportunity to learn the skills over a period of time.

5. At Level 7 of the Engineering stream a person becomes eligible for the level when they have acquired the skills defined for that Level. However,



a restriction on the number of positions that can be classified at this level will apply.

6. Positions available at Level 7 will be advertised within the Company and externally.

### 7.1 Reclassification to the Next Level

Employees aspiring to the next level in the classification structure will be assessed in accordance with the following procedure:

1. Employees will assess their own skills against the skills in the classification level to which they aspire.
2. The employee assessment will be reviewed by the Plant Engineer and the Engineering Manager. If the employee's assessment is accepted as meeting the criteria of the Classification Level claimed the employee will be notified that he or she meet the criteria for the level claimed and the Pay Office will be notified of the change.
3. If the employee's assessment is not accepted by the Plant Engineer and the Engineering Manager it will be referred to a panel consisting of the Plant Engineer, the Foreman and a fellow employee who has already been accepted as being classified at the level sought. If this panel cannot agree as to the classification the Engineering Manager will be the final arbitrator.

The parties undertake that should any disagreement arise in relation to reclassification, the Disputes Avoidance Procedure will apply and the matter will also be referred to the Consultative Committee.

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### 7.2 CLASSIFICATION STRUCTURE ; ENGINEERING

LEVEL	CLASSIFICATION	
8	To be determined	
7	Advanced Fitter or Electrician	\$670.30
6	Experienced Fitter or Electrician	\$609.37
5B	Fitter or Electrician	\$553.99
5A	Fitter or Electrician - Entry Level	\$517.73



Current overaward payments are absorbed in the above rates.

### 7.2.1 Allowances - Engineering Stream

The following allowances will be paid to employees working in the Engineering stream:

#### 7.2.1.1 Supervision Allowances :

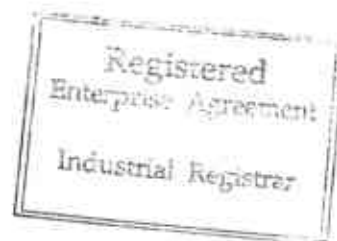
The following rates will be paid as part of the ordinary time rate to employees engaged in the supervision of employees :

\$40.07 per week Leading Hand Allowance  
Paid as part of the Ordinary time rate

\$78.77 per week Foreman's Allowance  
Paid as part of the Ordinary time rate

#### 7.2.1.2 The following all purpose Allowances as described in the Metal and Engineering Industry (NSW) Award and the Electricians & C (State) Award

- a) Tool : \$10.54
- b) Electrical Licence : \$26.12
- c) Boiler : \$ 6.27
- d) Refrigeration : \$ 6.27



#### 7.2.1.3 Service Award

A payment in recognition of service will be paid for permanent and casual employees on the following basis :

- a) Permanent employees will be paid an allowance of \$1.00 per week for each completed year of service up to a maximum of \$10.00 per week
- b) Casual employees will be paid an allowance of \$1.00 per week for each completed year of service up to a maximum of \$5.00 per week

### 7.3 First Aid Allowance

A First Aid Allowance of \$8.80 per week will be paid to qualified employees appointed to perform first-aid duties. This allowance is not included in the ordinary time rate.

## 8. Classification Structure - Review

During the term of this Agreement, the parties are committed to reviewing the classification structure. Such review will be completed by

1 December 1997. No one will be moved to a lower rate of pay as a result of this process.

## **9. Superannuation**

- (i) From the first pay period on or after 1 July 1997, the Company will make an additional 1% superannuation contribution, for employees covered by this Agreement.
- (ii) From the first pay period on or after 1 July 1998, the Company will make a further 1% superannuation contribution, for employees covered by this Agreement.
- (iii) The superannuation contributions detailed above, are in addition to the Company superannuation contributions required under Superannuation Guarantee Legislation.

## **10. Hours of Work**

### **10.1 Engineering Employees :**

The employees covered by this Agreement will continue to work under the provisions of their relevant Awards (as described in Clause 5 hereof) in relation to their hours of work.

### **10.2 Change to Work Cycle**

It is the Company's intention to introduce during the life of this Agreement, a two week work cycle in order to implement a preventative maintenance programme that addresses the current issue of restricted time available for maintenance due to production requirements.

**Maintenance Employees** will continue the current method of implementation of the 38 hour week in accordance with their Award provided that flexibility will be maintained in relation to taking Rostered Days Off and consideration will be given to Production and Maintenance requirements.

## **11. Terms of Employment : Part time Employees**

- (i) An employee may be engaged by the week to work on a permanent part-time basis for a constant number of hours each week. Such hours shall not be less than four hours per day on not less than three days per week.
- (ii) An employee so engaged shall be paid per hour one thirty-eighth of the weekly rate prescribed by Clause 7 for the Classification Level in which the employee is engaged.



- (iii) An employee engaged on a permanent part-time basis shall be entitled to payments with respect to Long Service Leave, Annual Leave, Sick Leave, Jury Service, Bereavement Leave and parental leave on a pro-rata basis for each employee in proportion to the normal ordinary hours worked by full-time employees.

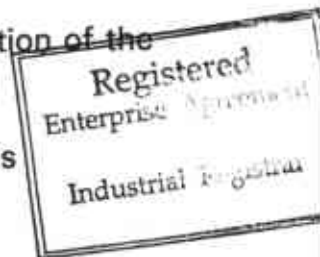
## 12. Absenteeism

The parties recognise that increased productivity will be influenced by the regularity of employee attendance at work whether the employee works a full working week or part thereof.

Significant gains are anticipated if employees are committed to reducing the effect of any absence from work for whatever reason.

Improvement in the absenteeism rate will be achieved by the observation of the following :

- (a) A procedure to be followed when a person is genuinely ill and is unable to attend work (Refer Clause 13 - Sick Leave).
- (b) If an employee is absent from work due to family or personal circumstances which prevents immediate attendance, or where a legitimate emergency occurs, the employee, after discussion with the Supervisor, will agree to one of the following procedures :
- i) Arrange with the Supervisor to alter shifts or shift start and finish times in order to avoid casual absenteeism caused by unforeseen circumstances provided that there is work available.
  - ii) Arrange with the Supervisor to bring forward Rostered Days Off (prior to the accrual of the adequate number of hours) in order to avoid taking other forms of paid or unpaid leave. The maximum number of Rostered Days to be taken in this manner will be three in each year of service. This arrangement will not be used to replace pre-arranged Annual Leave or Sick Leave and will be used only in the circumstances outlined above. (Note : Upon introduction of the two week work cycle referred to above this procedure will not be available to Production and Warehouse employees)
  - iii) Where employees, due to unforeseen circumstances commence a shift later than the rostered time, or need to be absent for a short period during the day, or need to finish a shift earlier than the rostered time, an arrangement will be agreed to between the employee and the Supervisor whereby the employee can within the work cycle (the current working week)



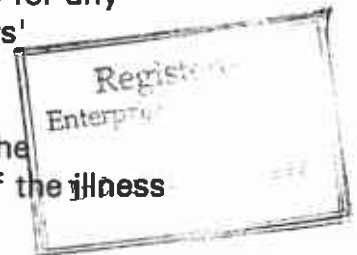
make up the time lost due to the absence during ordinary hours at an ordinary rate of pay provided there is work available.

### **13. Sick Leave**

#### **(a) Entitlement to Sick Leave**

A permanent full-time or part-time employee who, after not less than three months continuous service with Sara Lee, is unable to attend for duty during their ordinary working hours by reason of personal illness or personal incapacity shall be entitled to be paid the same rate of pay that they would have earned had they not been absent for the time of such non-attendance subject to the following :

- (i) They shall not be entitled to be paid leave of absence for any period in respect of which they are entitled to workers' compensation.
- (ii) They shall, on the first day of their absence, inform the employer prior to the start of their shift, the nature of the illness or injury and the estimated duration of their absence.
- (iii) They shall prove to the satisfaction of their Supervisor that they were unable, on account of such illness or injury to attend for duty on the day or days for which sick leave payment is claimed, provided that any time so lost shall not be taken into account in computing the qualifying period of three months.



#### **(b) Amount of Leave**

An employee shall be entitled to paid Sick Leave not in excess of :

5 days during the first year of employment;  
8 days during the second and,  
10 days during the subsequent years of employment.

#### **(c) Cumulative Sick Leave**

Sick leave shall accumulate from year to year for as long as the employee's employment continues with the employer so that any sick leave which has not been allowed in any year may be claimed as Sick Leave by the employee and shall be allowed by the Company, subject to the conditions prescribed in respect of that year.

#### **(d) Single Day Absences**

In the case of an employee who claims to be allowed paid sick leave in

accordance with this clause for an absence of one day only, such employee, if in the year of service has already been allowed paid sick leave on more than three occasions for one day only, shall not be entitled to payment for the day claimed unless a medical certificate is produced from a duly qualified medical practitioner.

However, the Company may agree to accept from the employee a Statutory Declaration stating that the employee was unable to attend for duty on account of personal illness or on account of injury by accident in lieu of a medical certificate as described above.

**(e) Definition of Year of Service**

"Year of Service" for the purpose of this clause means the period between the date of commencement of employment as a permanent employee in any year and the anniversary of the commencement of employment in the next year.



**(f) Application for Leave**

A permanent employee claiming an entitlement to paid or unpaid leave shall complete an Application for Leave form and attached to such form will be evidence of the reason for the absence (as described in Clauses (a) and (d) above.) This Application for Leave will be presented to the Supervisor on return from the absence for authorisation.

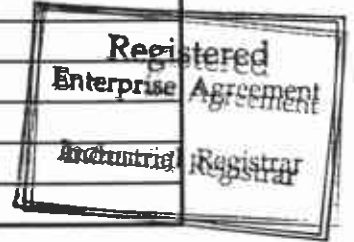
**13.1 Improved Attendance Incentive Scheme**

The intention of the incentive scheme is to increase productivity by reducing absenteeism and is offered with the intention to achieve that outcome. The scheme allows employees to be paid a sick leave bonus dependent upon the amount of sick leave used each year and subject to the following conditions:

- (a) An employee must have been employed with the Company as a permanent employee for two years and have a sick leave accrual of ten days before they can participate in the scheme.
- (b) This provision will commence on the employee's anniversary date following the commencement of this agreement.
- (c) Any current sick leave, accrued prior to commencement of this provision will not be paid out but retained as accrued sick leave entitlement.
- (d) When a sick leave day is used it is paid from the current years entitlement and not from banked days until all the current years entitlement is used.

(e) Employees will be entitled to a sick leave bonus as follows:

Sick Leave days taken by individual employee during the twelve month period.	Accumulated sick leave days of individual employee.	Sick Leave days paid out as a bonus to the individual employee
0	5	5
1	5	4
2	5	3
3	5	2
4	5	1



(f) Employees will elect to either accrue their total sick leave balance for the year or have the sick leave bonus paid in accordance with the above table on the employee's anniversary date.

(g) Payment for the sick leave bonus will be at an employee's ordinary time rate of pay (exclusive of shift allowance).

#### 14. Productivity Measures

The productivity targets identified in this Agreement have been agreed to by the parties as ways in which real and demonstrable gains in productivity can be achieved.

The parties agree to work towards the achievement of these targets:

Achievement of 95% of scheduled maintenance as set by the maintenance team (Plant Engineer, Electrical and Mechanical Supervisors)

Equipment ready for scheduled production time.

Downtime due to electrical or mechanical faults is reduced to 2% of scheduled production time.

The parties agree to adopt the productivity targets and review them every three months.

##### 14.1 Wage Increase

If twelve months after the commencement of this agreement, the parties are demonstrating a commitment to the achievement of the measures and there is measureable progress, employees covered by this Agreement shall be entitled to a 1% wage increase from the first pay period on or after 28 April 1998.

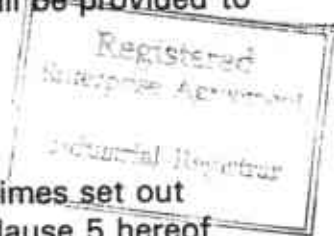
## 15. Joint Consultative Committee

The parties agree that a precondition for the effective operation of this Agreement is the continued involvement of a Consultative Committee.

The parties agree that the role of the consultative committee is to examine issues relating to the efficiency of the enterprise.

The consultative committee shall meet on a regular basis and shall operate in accordance with its charter. This charter shall be provided to all members of the Joint Consultative Committee.

## 16. Overtime

- 
- (a) All time worked before the earliest and after the latest times set out currently in the Hours Clause of the Awards listed in Clause 5 hereof and all time worked in excess of the daily hours set out in the said Awards shall be overtime and shall be paid for at the rates prescribed in Subclause 16 (b) of this Clause.
- (b) Overtime worked on any day shall be paid for at the rate of time and one half for the first two hours and double time thereafter; provided always that an employee working during meal times shall be paid double time.
- (c) Saturday - Overtime worked on a Saturday until 12.00 noon shall be paid at time and a half for the first two hours and double time thereafter, and after 12.00 noon at double time. A minimum payment of four hours shall apply.
- (e) Sunday - Overtime worked on a Sunday shall be paid for at the rate of double time. A minimum payment of four hours shall apply. for all work performed in respect of a shift commencing on a Sunday.
- (f) Public Holiday - Time worked on a Public Holiday shall be paid for at the time rate of time and one half for the first two hours and double time thereafter, with a minimum payment of 4 hours. This will be in addition to the normal day's pay entitlement where the Public Holiday is to be observed on a day that is usually rostered as an employee's normal work day. By arrangement with the Supervisor, an employee may substitute a day in lieu of payment for the normal day.
- (g) Meal Allowance
- (i) An employee who is required to work overtime for any period in excess of two hours after his/her ordinary finishing time (or 1.5 hours in the case of the Electrical employees) and who has not been notified on the previous day, shall be provided by the

employer either with a meal, free of cost, or the employer shall pay the employee \$7.00 and if required to work in excess of four hours overtime shall be supplied either with a further meal or shall be paid the sum of \$7.00.

(ii) If such employee is notified on the previous day that he or she will be required to work overtime and by reason of such notice has provided himself or herself with a meal and such overtime is cancelled he or she shall be paid the amount of \$7.00.

(iii) Any Meal Allowance paid in accordance with this provision will be paid to the employee on a weekly basis and will be paid in the same manner as their normal weekly wages

#### 17. Clothing and other issues

- Registered Enterprise Agreement  
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- (a) Employees are responsible for the care and safekeeping of all items of clothing, footwear and protective equipment and tools issued to him/her and shall return each article to the employer on request or on termination of employment. In default, the employee shall be liable for an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.
- (b) Should an employee leave the Company within three month's of the issue of any or all of the above items, the employee shall be liable for an amount equal to the replacement value less reasonable depreciation, having regard to the condition of the item(s). This condition will only apply where termination of employment is at the request of the employee.
- (c) Where the Company requires an employee to wear overalls, uniforms, and protective clothing, footwear and safety equipment of any description such items shall be supplied by the Company and the employee undertakes to wear such clothing, footwear and equipment at all times whilst he or she is in an area of the Plant where this is required.
- (d) In order to maintain the standards for Hygiene, all employees accept the personal responsibility of strictly adhering to these standards and practicing them particularly in relation to ensuring protective clothing and footwear is maintained to the standard required. Footwear issued by the Company to be worn in the Plant must only be worn on the site and must be kept in a clean condition.



## **18. Training and Development**

- (a) The parties to this agreement are committed to pursuing improved productivity efficiency and flexibility by enhancing the skills of employees.
- (b) Resulting from the implementation of the Classification Structure described in Clause 7, the training and development needs of all employees will be addressed in relation to :
- i) training required to increase the level of competency of employees
  - ii) training required through the creation of new jobs, restructuring of existing jobs and/or multi-skilling
  - iii) training required to assist employees to pursue, where possible, their preferred career paths and to improve their opportunities.
  - iv) training required to ensure that employees whose work skills have been identified as being deficient in some area have every reasonable opportunity to improve their performance within the probation period.
- (c) Regular consultation will take place between the Company and the employees to allow for employees to have input into the development and implementation of training programmes designed to meet the above needs.
- (d) All training programmes developed will ensure that
- i) There is equal access by all employees (whether, permanent full-time, part-time and casual employees) to training and development opportunities subject to the skills requirements of the Company.
  - ii) A commitment to equal employment opportunity requirements removes any discriminatory barriers to training.
- (e) The parties recognise and acknowledge the role of every employee in training others. Where an employee is required to provide on-the-job training to another employee(s) and this requires specialist training skills they will be given the opportunity to receive formal training in how to train others.
- (f) Production and Maintenance employees acknowledge the productivity gains to be achieved by the training of Production employees by Maintenance employees in basic engineering functions . Such training and skills will not in any way compromise safety standards and will be developed in line with the Company's Work Instructions and Procedures.



- (g) With the introduction of new technology on site for the Materials Resource Planning system all employees acknowledge a willingness to be trained in the specific requirements of this technology as it affects their work area.
- (h) The Company is committed to providing budgeted resources such as people, equipment, time and money to ensure the effectiveness of all training and development programmes.
- (i) Where employees attend In-house Training Sessions, Approved External Training Courses or participate in Small Group Improvement Teams outside their normal rostered hours the time spent at these activities will be recorded as single time and the employee will have the option of accruing these hours and taking time off in lieu for payment for these hours or be paid at single time.

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Where such training takes place on Saturday or Sunday, overtime rates will be applicable and where the employee is called on to attend a session as described above that does not immediately proceed or follow a rostered shift without having had a ten hour break, overtime rates will apply.

An employee required to travel to and from his/her home to attend an activity or training session (as described above) which commences at a time NOT immediately prior to or following a normal rostered shift, such travel time will be EITHER paid (or accrued and recorded) as single time OR claimed as a travel allowance at the usual kilometre rate.

In exercising the option to take time off in lieu, once such accrual has reached 8 hours the employee and his/her Supervisor will agree on an appropriate day for the leave to be taken.

- (k) Trade Union Training Leave
- (i) Paid leave (to a maximum of five days per annum) will be approved for an employee or employees representing the union members covered by this Agreement to attend a Trade Union Training course conducted by the Trade Union Training Authority or an accredited course by a registered Trade Union to increase the employee's skills and knowledge in the area of enterprise based bargaining and negotiation.
- (ii) An application for leave should, where possible, be made four weeks prior to the date of commencement of the course and should be approved by the Human Resources Manager. Such approval shall not be unreasonably withheld.

- (iii) The Company shall not be liable for any additional cost, other than the payment of ordinary time earnings to the employee whilst on leave.
- (iv) An application for leave should be made in writing and should include details of the period of leave and description of the course or courses.

## **19. Redundancy**

- (a) The parties acknowledge that there may, over time, be a need for a reduction in the number of positions available within the Company. The number of employees to be affected by redundancies, the positions to be made redundant and the timing of such redundancies will be determined by the Company.

In the first instance the Company will call for volunteers, however any decision in relation to redundancy will be based on the need to retain an adequate skills base for the present and future needs of the Company in a particular area. Where there are an inadequate number of volunteers in a particular area the process to be followed in that case will be discussed with the employee representatives of the particular work area or work group affected and a last on first off procedure will be adopted after all other avenues have been exhausted.

- (b) In the event of redundancy the following provisions will apply to permanent employees:

- i) **Notice**  
Four weeks notice of termination for all employees with more than one years service. Employees with less than one year's service will be given one weeks notice of termination.

Employees over 45 years of age at the time of giving notice with not less than two years continuous service, shall be entitled to an additional week's notice.

- ii) **Severance Pay**  
Employees will receive a payment of four weeks pay and a further payment of four weeks pay for each year of service. Service less than a full year shall be paid on a pro rata basis.
- iii) "Weeks' pay" means the ordinary time rate of pay for the employee concerned.
- iv) Employees who are approaching retirement will be paid no more than

the amount which would have been earned if employment had proceeded to employee's normal retirement date. Where an employee is notified of redundancy (whether voluntary or not) and dies before termination of employment, the employee's estate will be entitled to the benefit that would have applied had the employee survived to date on which redundancy was to take place.

v) **Long Service Leave**  
Pro rata Long Service Leave will be paid after five years continuous service.

vi) **Time Off**  
During the period of notice of termination an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

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 Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

vii) **Annual Leave Loading**  
Normal Annual Leave loading will be paid on all annual leave both entitled and pro rata.

## 19. Disputes Avoidance

The parties acknowledge that in order to maintain and improve productivity it is necessary to operate in an environment of open communication and co-operation. All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by consultation, preferably by the internal settlement of issues.

### 19.1 Procedure

The purpose of this Procedure is to provide all parties with a system to discuss and resolve all matters of grievance and dispute.

Any grievance, dispute or claim arising out of or relating to this Agreement shall be dealt with in the following manner :

- a) Should any matter arise which gives cause for concern to an employee he or she shall raise such matter with the immediate supervisor.
- b) If the matter remains unresolved it shall be referred to the Union



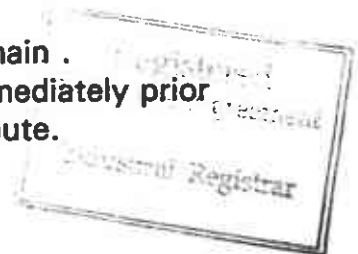
delegate who shall consult with the appropriate representative of the management. At this stage, there should, if possible, be two Union delegates present.

- c) If the matter remains unresolved it shall be referred to the Secretary of the Union (or his representative). This official shall discuss it with a senior representative of the Company.
- d) If the matter remains unresolved the senior representative of the Company shall notify the Company's appointed industrial representative shall discuss the grievance with the appointed union representative.
- e) If the matter remains unresolved it may be submitted to the NSW Industrial Commission for resolution.
- f) While the above procedure is being followed, work shall continue normally in accordance with this Agreement.
- g) No party shall be prejudiced as to final settlement by the continuance of work in accordance with this Agreement.
- h) In the event of a party failing to observe these procedures, the other party may take such steps as are open to it to resolve the matter.
- i) The parties shall, at all times, confer in good faith and without undue delay.
- j) During the discussions, the "status quo" shall remain. "Status quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

## 19.2 Communication

Where it is deemed necessary by either the Consultative Committee, the employees or their Unions that an issue should be communicated to the workforce as a whole, the following steps will be taken to ensure that such communication is effective and causes the minimum disruption to the Company's production and to the employees :

- a) The issue to be communicated will be discussed by the Company , the Consultative Committee and the Union delegates .
- b) The date and time of the meeting (or meetings) will be chosen in order to allow all employees to be notified and the Company to make arrangements to alter the production schedules (if necessary) and to comply with safety requirements. Such notice of meeting(s) will be no less than 3 days.
- c) If a series of meetings are to be held all parties agree that flexibility in rostering of lunch breaks will occur and all meetings will consider the same material.
- d) Management Assistance will be available (if requested) in co-ordinating the meeting (or meetings) and in providing a suitable venue e.g.



Canteen.

**20. No Duress**

This agreement has been freely entered into by the parties through a process of joint consultation which has involved employees and their Union representatives and management representatives.

**21. Date of Operation**

This agreement shall operate from the beginning of the first pay period to commence on or after 17 July 1997 and shall operate until 28 April 1999.

**22. No Extra Claims**

The parties agree that there shall be no extra claims and no further wage increases for the life of this Agreement except when consistent with a State Wage Case decision.

**23. Negotiating the Next Agreement**

The parties agree to commence negotiations on a new agreement no later than six months prior to the termination of this agreement.

**24. Prohibition of Use as Precedent**

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

ATTACHMENT A

CLASSIFICATION STRUCTURE - ENGINEERING

**LEVEL 5A - ENGINEERING EMPLOYEE - ENTRY LEVEL**

An employee will be eligible for this level and pay rate when he or she has gained a pass in the formal qualifications specified in the relevant engineering stream.

**Formal Qualifications**

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
Trade Papers	Trade Papers	Level 2 Refrigeration ticket	Trade Papers Electrical Licence

Entry level position - employee will learn critical core skills over a three month period.

A formal appraisal of the employee's performance will be completed no later than three months after commencement. Failure to reach the required standard may lead to termination of employment.

**LEVEL 5B - ENGINEERING EMPLOYEE - TRADESPERSON**

An employee will move to this level and pay rate when he or she has gained a pass in all the formal qualifications specified, as well as having attained the core skills in the relevant engineering stream:

**FORMAL QUALIFICATIONS**

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
Trade Papers	Trade Papers	Engine Drivers 2nd Class Ticket	Trade Papers Qualified Supervisors Licence

The Trade Waste Treatment Plant Operator who has completed an approved Tafe Treatment Plant Operators course will be classified at level 5B.

**CORE SKILLS**

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
<b>Basic tool applications, including:</b> Operate and adjust centre lathe. Operate and adjust	<b>Basic tool applications, including:</b> Operate and adjust center lathe. Operate and adjust	<b>Basic tool applications, including:</b> Operate and adjust centre lathe. Operate and adjust	<b>Basic tool applications, including:</b> Use electric hand tools. Use micrometers.

<p>milling machine. Operate pedestal grinder. Use electric hand tools. Operate power saw. Use micrometers, verniers.</p> <p><b>Make up components to specification, including:</b> Work to a tolerance of 0.01mm. Make up minor components from technical drawings.</p> <p><b>Recondition parts and components and parts to specification, including:</b> Adjust and tension belt drives. Use jigs to set up tolerance. Operate electric arc welder. Operate oxy welding equipment. Silver soldering techniques. Brazing techniques.</p> <p><b>Conduct preventative maintenance routines, including:</b> Estimate wear points on machinery. Operation and function of line machinery. Know types and function of lubrication oils and oil filters. Know types and applications of hydraulic hoses and fittings. Operation and function of wrapping machines.</p>	<p>milling machine. Operate pedestal grinder. Use electric hand tools. Operate power saw. Use micrometers, verniers.</p> <p><b>Make up components to specification including:</b> Work to a tolerance of 0.01mm. Make up minor components from technical drawings.</p> <p><b>Recondition parts and components and parts to specification, including:</b> Adjust and tension belt drives. Use jigs to set up tolerance. Operate electric arc welder. Operate oxy welding equipment. Silver soldering techniques. Brazing techniques.</p> <p><b>Conduct preventative maintenance routines, including:</b> Estimate wear points on machinery. Know operation and function of diesel systems. Know operation and function of petrol systems. Know operation and function of LPG systems. Know types and function of lubrication oils and oil filters. Know types and</p>	<p>milling machine. Operate pedestal grinder. Use electric hand tools. Operate power saw. Use micrometers, verniers.</p> <p><b>Recondition parts and components and parts to specification, including:</b> Adjust and tension belt drives. Operate electric arc welder. Operate oxy welding equipment. Silver soldering techniques. Brazing techniques.</p> <p><b>Conduct preventative maintenance routines, including:</b> Estimate wear points on machinery. Service procedure for boiler. Operation and function of cooling towers. Operation and function of blast freezers and chillers. Know types and function of lubrication oils and oil filters. Maintain and service hot water systems. Maintain and service air compressors.</p> <p><b>Set and sequence line operations, including:</b> Start up and shutdown procedure for cooling spirals.</p>	<p>verniers.</p> <p><b>Conduct preventative maintenance routines, including:</b> Estimate wear points on machinery. Operation and function of line machinery components. Operation and function of wrapping machines. Operation and function of boxing machines. Operation and function of cropping machines. Operation and function of printers.</p> <p><b>Set and sequence line operations, including:</b> Start up and shutdown procedure for cooling spirals.</p> <p><b>Set up basic electrical circuits and equipment, including:</b> Basic wiring and circuit fault finding. SAA wiring rules. Electrical controls and functions on machinery. Remove and repair limit and proximity switches. How to shape and bend metal sections and pipes. Location and feed supply of power distribution systems. Electrical safety requirements under the OH&amp;S Act.</p> <p><b>Apply theory in</b></p>
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<p>Operation and function of boxing machines. Operation and function of capping machines. Operation and function of printers. Perform preventative maintenance procedures generated by PM Systems.</p> <p><b>Set and sequence line operations, including:</b> Start up and shutdown procedure for cooling spirals. Change belts to suit oven speed. Know line speeds for various products.</p> <p><b>Apply theory in repairing/modifying plant and equipment, including:</b> Read and interpret technical manuals and drawings. Repair gear boxes. Repair conveyor shafts and sprockets. Repair freezer spirals. Repair mechanical seals. Repair and sharpen tools.</p>	<p>applications of hydraulic hoses and fittings. Maintain and service air compressors. Know types of grease and points on forklifts.</p> <p><b>Apply theory in repairing/modifying plant and equipment, including:</b> Read and interpret technical manuals and drawings. Repair gear boxes. Repair mechanical seals. Repair and sharpen tools.</p>	<p><b>Apply theory in repairing/modifying plant and equipment, including:</b> Read and interpret technical manuals and drawings. Repair mechanical seals. Repair and sharpen tools.</p>	<p><b>analysing electrical faults and problems, including:</b> Read and interpret technical manuals and drawings. Testing procedures for AC and DC motors.</p> <p><b>Apply theory in repairing/modifying plant and equipment, including:</b> Repair and sharpen tools.</p>
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### LEVEL 6 - ENGINEERING EMPLOYEE - EXPERIENCED TRADESPERSON

An employee will move to this level and pay rate when he or she has gained a pass in all of the qualifications specified, as well as having attained the core skills in the relevant engineering stream. All skills at level 6 require a knowledge of and skills in complete items of equipment, as opposed to sub-assemblies of equipment.

## FORMAL QUALIFICATIONS

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
TAFE Module Pneumatics 1 NM31	Any three of the following:  Tafe Module NM200 Assembly fitting Tafe Module B2649 Hand and Power Tools Tafe Module NM19 Tool Sharpening Tafe Module NM25 Turning 1 Tafe Module NM28 Fitting Tech. II Forklift Licence Pneumatics	Refrigeration Supervisors Ticket Open Boiler Ticket Tafe Module NM34 Air Compress and Distribution	Appropriate in- house training on:  Electro-pneumatics Instrument calibration.

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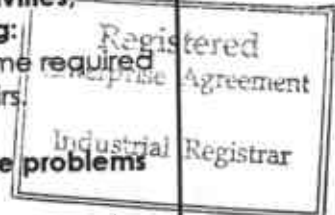
## CORE SKILLS

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
<p><b>Set up and sequence line operations, including:</b> Set up CMC Cappers. Set up boxing machines. Set up wrapping machines. Set up elevators. Set up cream lines 2 and 3. Set up depositing lines 2 and 3. Set up Anetts line. Set up die cut machines. Set up laminator. Set up muffin line. Set up ID line. Set up ice cream mixer unit. Set up new pie line. Set up ice cream</p>	<p><b>Apply theory in analysing faults and problems, including:</b> Diagnose faults in pneumatic systems. Diagnose faults in hydraulic systems. Electrical systems on forklifts.</p> <p><b>Apply theory in repairing and modifying plant and equipment, including:</b> Distinguish between electrical and mechanical faults. Repair and replace pneumatic control valves and cylinders. Repair and replace hydraulic control valves and</p>	<p><b>Set up and sequence line operations, including:</b> Startup and shutdown procedures for freezers.</p> <p><b>Set up and sequence interrelated processes, including:</b> Assess timing of refrigeration adjustments. Manual control procedure for refrigeration system.</p> <p><b>Apply theory in analysing faults and problems, including:</b> Read and interpret</p>	<p><b>Apply theory in analysing faults and problems, including:</b> Read and interpret plant services circuit diagrams. Identify faults in pneumatic systems. Identify faults in hydraulic systems. Electrical systems on forklifts. Repair discrete components on PCBs.</p> <p><b>Find faults in electrical units, including:</b> Isolate and rectify faults in Kitchen line 1 units. Isolate and rectify faults in Kitchen line 2 units.</p>

<p>line.</p> <p><b>Apply theory in analysing faults and problems, including:</b> Read and interpret plant services diagram. Diagnose faults in pneumatic systems. Diagnose faults in hydraulic systems.</p> <p><b>Apply theory in repairing and modifying plant and equipment, including:</b> Distinguish between electrical and mechanical faults. Repair spiral belts. Repair palletising equipment. Repair boxing machines. Repair and replace pneumatic control valves and cylinders. Repair and replace hydraulic control valves and cylinders. Maintain and overhaul rapid lift doors. Diagnose and repair oven infeed and outfeed systems. Diagnose and repair spiral faults.</p> <p><b>Plan activities, including:</b> Assess time required for repairs.</p> <p><b>Identify faults in machinery from related processes, including:</b> Diagnose faults in mechanical drives. Diagnose faults in</p>	<p>cylinders. Diagnose faults in wet cell battery systems.</p> <p><b>Plan activities, including:</b> Assess time required for repairs.</p> <p><b>Identify faults in machinery from related processes, including:</b> Diagnose faults in mechanical drives. Diagnose faults in vacuum systems and pumps.</p> <p><b>Design and modify components, including:</b> Fabricate components from sketches.</p>	<p>plant services diagram. Diagnose faults in Pneumatic systems. Diagnose faults in hydraulic systems. Repair and maintain cooling system.</p> <p><b>Apply theory in repairing and modifying plant and equipment, including:</b> Distinguish between electrical and mechanical faults. Repair mechanical seals. Repair and replace pneumatic control valves and cylinders. Repair and replace hydraulic control valves and cylinders. Maintain and service glycol system. Maintain and overhaul rapid lift doors. Maintain service on airconditioning systems. Maintain service ice cream refrigeration process.</p> <p><b>Plan activities, including:</b> Assess time required for repairs.</p> <p><b>Identify faults in machinery from related processes, including:</b> Diagnose faults in mechanical drives. Diagnose faults in vacuum systems and pumps.</p>	<p>Isolate and rectify faults in Kitchen line 3 units. Isolate and rectify electrical faults in line 4 depositing units. Isolate and rectify faults in supplementary kitchen equipment. Diagnose faults in electronic variable speed drives. Diagnose faults in AC and DC circuitry control - high and low voltage. Diagnose faults in PLC systems.</p> <p><b>Apply theory in repairing and modifying plant and equipment, including:</b> Distinguish between electrical and mechanical faults. Repair palletising equipment. Repair boxing machines. Minor repair and replacement of pneumatic valves and cylinders. Minor repair and replacement of hydraulic valves and cylinders. Diagnose faults in wet cell battery systems. Calibrate instrumentation in accordance with Engineering Quality procedures. Implement and commission minor PLC software changes in a structured and efficient manner.</p>
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<p>vacuum systems and pumps.</p> <p><b>Design and modify components, including:</b> Fabricate components from sketches.</p>			<p>Maintain and service an airconditioning systems.</p> <p><b>Find faults in electrical systems, including:</b> Diagnose and repair oven infeed and outfeed systems. Diagnose and repair spiral control circuits.</p> <p><b>Plan activities, including:</b> Assess time required for repairs.</p> <p><b>Diagnose problems from numeric/abstract records, including:</b> Diagnose problems from computer records.</p> <p><b>Identify faults in machinery from related processes, including:</b> Diagnose faults in mechanical drives. Diagnose faults in vacuum systems and pumps.</p> <p><b>Design and modify components, including:</b> Fabricate components from sketches.</p>
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**LEVEL 7 - ADVANCED TRADESPERSON**

An employee will move to this level and pay rate when he or she has gained a pass in all of the qualifications specified, as well as having attained the core skills in the relevant engineering stream. All skills at level 7 require multidisciplinary knowledge and skills ie. electrical mechanical, refrigeration and process knowledge.

**FORMAL QUALIFICATIONS**

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
Tafe Module NM30 Fluid Power Tafe Module NM31 Pneumatics 1 Restricted Electrical Licence or other approved		Tafe Module NM30 Fluid Power Tafe Module NM31 Pneumatics 1 Restricted Electrical Licence or other approved	Tafe Module NM30 Fluid Power Tafe Module NM31 Pneumatics 1

Any training will not be limited to the formal qualifications listed and additional equipment specific instruction will be provided by the Company, as described in Clause 17. All employees acknowledge a willingness to undertake this training.

### CORE SKILLS

General Stream	Workshop Stream	Refrigeration Stream	Electrical Stream
<p><b>Plan activities for 3-5 days, including:</b> Plan people and resources needed for 3-5 shifts.</p> <p><b>Fault find using advanced knowledge of the full process or system, including:</b> Diagnose faults in oven heating and control systems. Diagnose faults in flour batching system. Diagnose faults in the new pie line process. Diagnose faults in the laminating system. Diagnose faults in the palletising system. Diagnose faults in the ice cream room processes. Diagnose faults in engine room controls. Identify faults in PLC systems.</p>		<p><b>Apply theory in repairing and modifying equipment, including:</b> Maintain and overhaul refrigeration system.</p> <p><b>Plan activities for 3-5 days, including:</b> Plan people and resources needed for 3-5 shifts.</p> <p><b>Fault find using advanced knowledge of the full process or system, including:</b> Diagnose faults in refrigeration systems. Diagnose faults in ice cream room processes. Diagnose faults in engine room controls. Diagnose faults in air conditioning systems. Diagnose faults across dissimilar processes.</p>	<p><b>Plan activities for 3-5 days, including:</b> Plan people and resources needed for 3-5 shifts.</p> <p><b>Fault find using advanced knowledge of the full process or system including:</b> Diagnose faults in oven heating and control systems. Diagnose faults in flour batching system. Diagnose faults in the new pie line process. Diagnose faults in the laminating system. Diagnose faults in the palletising system. Diagnose faults in the ice cream room processes. Diagnose faults in engine room controls. Diagnose faults in air conditioning</p>

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<p>Diagnose faults in air conditioning systems. Diagnose faults across dissimilar processes. Diagnose faults in glycol systems. Diagnose faults in steam distribution system.</p> <p><b>Identify faults in machinery from related processes, including:</b> Advanced problem solving techniques. Identify source of faults in mechanical line function.</p> <p><b>Design and modify components, including:</b> Modify and install machinery and components.</p> <p><b>Access Preventative Maintenance Systems, including:</b> Use Mainpac Preventative Maintenance system.</p>		<p>Diagnose faults in glycol systems. Diagnose faults in steam distribution system.</p> <p><b>Access Preventative Maintenance Systems, including:</b> Use Mainpac Preventative Maintenance system.</p> <p><b>Identify faults in machinery from related processes, including:</b> Advanced problem solving techniques.</p>	<p>systems. Diagnose faults across dissimilar processes. Diagnose faults in glycol systems. Diagnose faults in steam distribution system. Diagnose faults in and modify PLC programs. Basic electronic fault finding.</p> <p><b>Access Preventative Maintenance Systems, including:</b> Use Mainpac Preventative Maintenance system.</p> <p><b>Identify faults in machinery from related processes, including:</b> Advanced problem solving techniques. Identify source of faults in mechanical line function.</p> <p><b>Design and modify components, including:</b> Modify and install machinery and components. Implement and commission major software changes or programs in a structured and efficient manner.</p>
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**TRADES ASSISTANTS**

All trades assistants will be paid at 90% of the rate specified for level 5A.

Table I

Level	Rate FFPP 28 April 1997	Rate FFPP 28 April 1998 (Inclusive CI 14.1 increase)
Level 5A	\$517.73	\$538.44
Level 5B	\$553.99	\$576.15
Level 6	\$609.37	\$633.74
Level 7	\$670.30	\$697.11
<b>Allowances</b>		
Leading Hand	\$40.07	\$41.67
Foreman's Allowance	\$78.77	\$81.92
Tool	\$10.54	\$10.96
Electrical Licence	\$26.12	\$27.16
Boiler	\$6.27	\$6.52
Refrigeration	\$6.27	\$6.52

