

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA01/287

**TITLE:** Sara Lee Coffee and Tea (Australia) Enterprise Agreement 2001-2003

**I.R.C. NO:** 2001/5428

**DATE APPROVED/COMMENCEMENT:** 7 September 2001/1 July 2001

**TERM:** 24 months

**NEW AGREEMENT OR  
VARIATION:** New

**GAZETTAL REFERENCE:** 9 November 2001

**DATE TERMINATED:**

**NUMBER OF PAGES:** 13

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees of the company whose work is or is in connection with the manufacture and warehousing at 18 Forester Street, Kingsgrove

**PARTIES:** Sara Lee Coffee & Tea (Australia) Pty Ltd -&- National Union of Workers, New South Wales Branch

# **SARA LEE COFFEE AND TEA (AUSTRALIA) AND THE NATIONAL UNION OF WORKERS NSW STATE BRANCH ENTERPRISE AGREEMENT – 2001 - 2003**

## **1. TITLE**

This Enterprise Agreement shall be known as the Sara Lee Coffee and Tea (Australia) Enterprise Agreement, 2001-2003 ("the Agreement").

This Agreement is made between Sara Lee Coffee and Tea (Australia) Pty Ltd and the National Union of Workers, NSW State Branch.

## **2. ARRANGEMENT**

This agreement is arranged as follows:

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2. Arrangement
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4. Commencement date and period of operation
5. Coverage of agreement
6. Parties Bound
7. Australian Workplace Agreements
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### 3. DEFINITIONS

For the purpose of this Agreement -

- (i) An employee shall mean an employee of Sara Lee Coffee and Tea (Australia) Pty. Ltd. ACN 051 766 280 ("the Employer").
- (ii) The Union shall mean the National Union of Workers NUW State Branch. ("The Union")

### 4. COMMENCEMENT DATE AND PERIOD OF OPERATION

This Agreement will take effect from the beginning of the first pay period to commence on or after 1 July 2001 and shall remain in force for a period of 24 months, expiring on 30 June 2003.

### 5. COVERAGE OF AGREEMENT

- 5.1 This Agreement shall apply to all employees of the Company whose work is or is in connection with the manufacture and warehousing at 18 Forrester Street Kingsgrove site in the State of NSW of the Employer's product.
- 5.2 This Agreement shall be read in conjunction with the Grocery Products Manufacture State Award ("the Award").
- 5.3 Where there is any inconsistency between the Agreement and the Award, the Agreement shall prevail to the extent of the inconsistency.
- 5.5 This agreement replaces all previous agreements and arrangements and where silent, the Award applies.

### 6. PARTIES BOUND

This Agreement shall be binding on:

Sara Lee Coffee and Tea (Australia) Pty. Ltd. ACN 051 766 280, the Company.

The National Union of Workers (NUW) NSW State Branch (the Union), its officers and members

All employees whether members of the Union or not whose employment is, at any time when this Agreement is in operation, subject to this Agreement.

## **7. AUSTRALIAN WORKPLACE AGREEMENTS**

The Company will not employ persons covered by this Agreement under the terms of an Australian Workplace Agreement (AWA) or any other form of individual contract.

While this Agreement applies, if the Company agrees to pay or provide any payment, benefit or condition which is additional or in excess of the wages and conditions contained within this Agreement;

- And which is not pursuant or consistent with this Agreement;
- To any employee whose employment is covered by this Agreement; and
- Through an AWA or any other form of individual contract;

The Company will pay or provide that additional excess payment or condition without any offset or limitation to all employees whose employment is covered by this Agreement.

This clause does not apply to those employees who, at the time of this agreement, receive a higher base salary than provided for by the Agreement, as a result of historic anomaly.

## **8. NO EXTRA CLAIMS**

### **8.1 No Extra Claims**

There shall be no further claims made by either party or employees during the term of this Agreement, except where consistent with a Full Bench Test Cases decision of the NSW Industrial Relations Commission ("the commission").

## **9. DISPUTE RESOLUTION PROCEDURE**

Any dispute or claim shall be dealt with in the following manner:

- The employee who has the grievance and his/her immediate supervisor should confer;
- If not settled, the aggrieved employee and if the employee so wishes the Union delegate shall confer with the immediate supervisor where all efforts shall be made to resolve the matter at this level;
- If agreement has not been reached and the employee so wishes, the Union delegate shall raise the matter with the appropriate manager;
- If the matter is not resolved the aggrieved employee, the Union delegate and the authorised Union representative shall confer with the senior manager or an authorised representative of management who can constructively contribute to resolve the dispute;
- If the matter has not been resolved, it may be submitted to the NSW Industrial Relations Commission, whose decision, subject to any appeal, is final.

During the discussion the status quo shall remain and work shall proceed normally. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute, other than where there is a bona fide safety issue.

## **10. WAGE INCREASES**

10.1 The wages of the employees bound by this Agreement shall be increased by:

\$25 per week on 1 July, 2001; and

\$27 per week on 1 July, 2002

## **11. WAGES PAYMENT**

All employees will be paid by EFT to a nominated bank account.

The payroll processing will transfer from weekly to fortnightly on commencement of this agreement. The pay period will also move to a Monday to Sunday period.

To ensure this transfer is implemented with the minimum of inconvenience, the company will make the following arrangement available to those employees who wish to take it:

- Any employee upon requesting it will receive an advance equal to one week's ordinary pay.
- The advance must be paid back in full by 30 June 2002 by fortnightly direct debit deductions.

## **12. CASUAL LABOUR**

Casuals will be utilised where necessary to make up for shortages of labour during specific periods or for peak work loads. A set pool of contract labour may be sourced to meet these shortages.

Where a casual is utilised on a continuous basis, continuous meaning 8 hours per day 5 days per week, for a period exceeding 4 months, the company will, in consultation with the Union, assess the permanency of the position.

A casual employee shall be employed under the terms and conditions of this Agreement including wage rates plus 15 % casual loading. A casual employee shall not be entitled to annual leave, sick leave or public holidays.

An additional 1/12th as per the annual Holiday Act 1944 (NSW) will be paid.

The employment of a casual worker may be terminated by the Company or the casual worker giving one hour's notice.

The selection of an agency will be made in conjunction with the Company and Union.

### **13. RECRUITMENT**

The following procedure will be followed when a vacancy occurs:

- 13.1 All vacancies covered by this Agreement will be advertised on the Company notice boards. Each advertisement will include the level of the position, if required the hours, skills required and the duties.
- 13.2 All employees will be able to apply for such vacancies and where appropriate obtain a relevant job interview.
- 13.3 External applicants will be required to complete a pre-employment health assessment.
- 13.4 External applicants will be required to provide relevant references.
- 13.5 All unsuccessful applicants have the right to discuss their application with the Department Manager and/or their Union Delegate.
- 13.6 Vacant positions not covered by this Agreement will be managed in line with the Employer's recruitment policy.

### **14. SEXUAL HARASSMENT**

- 14.1 The parties to this Agreement consider sexual harassment an unacceptable form of behaviour that will not be tolerated under any circumstances. The Company believes that all people have the right to work in an environment that is free of sexual harassment.
- 14.2 Under the Equal Opportunity Act 1995 and the Sex Discrimination Act 1984, sexual harassment is illegal.
- 14.3 Managers and other supervisors of staff are required to ensure that all employees are treated fairly and equitably and are not subject to harassment. They will also ensure that complainants and witnesses are not victimised in any way.
- 14.4 Any reports of sexual harassment will be treated seriously and sympathetically by the Company and will be investigated thoroughly and confidentially. Disciplinary action will be taken against anyone judged to have sexually harassed another person or co-worker.
- 14.5 The Company has in place a sexual harassment policy, will appoint sexual harassment officers and shall notify employees of such appointments. All employees will undergo training for general awareness of sexual harassment during the life of the Agreement.

Policy Document Number HR - 005 sets out the Employer's sexual harassment policy however it does not form a term of this Agreement.

## 15. SUPERANNUATION

- 15.1 The quantum and terms on which superannuation contributions are made by the Company are determined by the Superannuation Guarantee (Administration) Act 1992, Superannuation Guarantee Charge Act 1992, and the Superannuation (Resolution of Complaints) Act 1993.
- 15.2 In this clause all reference to "fund" shall mean either the Labour Union Cooperative Retirement Fund (LUCRF) or the Sara Lee Super Fund.
- 15.3 The Company shall provide each employee upon commencement of employment, membership forms of the fund and shall forward the completed membership form to the fund within 14 days.
- 15.4 An employee may make contributions to the fund as specified in subclause 20.2 in addition to those made by the Company under subclause 20.1.
- 15.5 An employee who wishes to make additional contributions must authorise the Company in writing to pay into the fund, from the employee's wages, a specified amount in accordance with the fund trust deed and rules.
- 15.6 This clause will be reviewed by the parties if there is legislative change.

## 16. REDUNDANCY

- 16.1 The parties recognise that the ongoing employment of all employees is an important goal. The success of that goal is linked to the strength of the business that in turn is influenced by internal and external factors. Through the efforts of employees and management in implementing programs for productivity improvements the ongoing employment of all persons will be enhanced. In the event that employment losses are required, a fair and reasonable severance payment will be paid to those employees whose employment with the Company is terminated. The quantum of benefits is prescribed in sub-clauses 16.3 and 16.4.

16.2 In the event that an employee's employment is no longer required by the Company the following procedure will apply:

- 16.2.1 Consideration will be given to offering alternative employment within the Employer.
- 16.2.2 The Company in consultation with the Union will review the decision to accept or not accept a particular application for Voluntary redundancy. Such decision will be based on required skills and experience related to continuation of the business.
- 16.2.3 In the event that redundancy is unable to be avoided it is agreed that, in addition to other termination entitlements, including annual leave and superannuation as per the relevant fund, the employee shall receive:

16.2.3 In the event that redundancy is unable to be avoided it is agreed that, in addition to other termination entitlements, including annual leave and superannuation as per the relevant fund, the employee shall receive:

16.3 Voluntary Redundancy

- Four weeks pay for each year of completed service, with pro-rata payment for each completed month.
- Payout of sick leave accrued after 1 July, 1997.
- Four weeks pay in lieu of notice, OR.
- Eight weeks pay in lieu of notice if the employee is over the age of 45 years.

16.4 Forced Redundancy

- Four weeks pay for each year of completed service, with pro-rata payment for each completed month.
- Payout of sick leave accrued after 1 July, 1997.
- Four weeks pay in lieu of notice, OR.
- Eight weeks pay in lieu of notice if the employee is over the age of 45 years.

17. **SHIFTALLOWANCE**

- 17.1 Shift workers engaged in working on afternoon shift shall received payment at ordinary time plus 15 per cent.
- 17.2 Shift workers engaged in working on night shift shall receive payment at ordinary time plus 30 per cent.

18. **MEAL AND REST BREAKS**

- 18.1 A meal break shall be allowed for a minimum of half an hour or such other period as may be agreed upon between the Company the majority of employees concerned. An employee shall not be required to work for more than five ordinary hours without a meal break unless otherwise agreed, provided that the time of taking a meal break for a particular day may be varied to meet the needs of the business. If a meal break is not given within six hours an employee shall be paid at time and one-half rates until a meal break is allowed.
- 18.2 An employee required to work overtime for more than two hours after the usual ceasing time shall be paid a meal allowance of \$7.50, plus entitled to a 10-minute break. An employee required to work six hours or more after the usual ceasing time shall be paid a further meal allowance.
- 18.3 Un-scheduled breaks within a shift will not stop the continuous running of machinery, without an agreement of the Employer. The Company shall develop a roster that allows for the safe, continuous operation of plant during breaks.
- 18.4 The allowance payment will be no less then the award.



## **19. OVERTIME**

- 19.1 Overtime will be worked and paid as time and a half for the first two hours and double time thereafter, in accordance with Clause 26 of the Award.
- 19.2 Overtime shall be calculated in intervals of 15 minutes.
- 19.3 An employee shall not be paid overtime for work on any day until the employee has worked the equivalent of their ordinary hours for the day. This provision is intended to apply in circumstances where employees are unlawfully absent during the day.
- 19.4 Reasonable Overtime -
- 19.4.1 The Company may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- 19.4.2 The Union shall not in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub clause.
- 19.4.3 Time off in lieu of payment of overtime, call back, and public holiday work may be taken by an employee. The amount of time off shall be calculated on the basis of the appropriate penalty rate. This alternative to the payment of penalty rates shall only apply by agreement between the Company and the employee concerned.

## **20. ROSTERED DAY OFF**

### **20.1 Whole Day Roster System**

All employees covered by this agreement will be covered and or move to a 19 day month known as the "rostered day off system" on commencement of this agreement.

Such a system will provide for employees to have one, full day off per four weeks.

Under such a system a full rostered day off is to be implemented for all employees on this site. Any one day off per month, that is a 19 day month.

An employee shall receive 12 RDO's per year. The Company will develop, for each working area, a roster, which will be implemented for that area. The roster will be developed by the department Manager, and will, as far as practicable, provide for a fair allocation of RDO's" and consistency in the allocation of preferred days, such as Friday, Mondays etc. Changes to the roster can be made by mutual agreement.

## 20.2 RDO Banking

By agreement with their line Manager, an employee may accrue up to five (5) days, or by mutual agreement a maximum of ten (10) RDOs per year. By mutual agreement accrued days can be taken as one or as a maximum block of 5. Notice of either 2 weeks or by mutual agreement shall be given to the Company by the employee.

Accumulated RDO hours will be paid to an employee on termination of their employment at the appropriate rate.

Accumulated RDO's must be taken within 12 months of being banked.

The Company may elect to call for a fixed RDO - for example Anzac Day, Australia Day.

## 20.3 RDO Pay out

An employee may opt to be paid out banked RDO's under the following conditions:

1. A maximum of 5 days can be paid out.
2. An employee must retain a minimum of 5 banked days after pay out
3. Pay out is at the normal rate of pay

## 21. SICK LEAVE/FAMILY LEAVE

21.1 An employee who is absent from work by reason of personal illness or injury, (not being illness or injury arising from the employee's misconduct or default or from an injury arising out of or in the course of employment) or as a result of an illness suffered by members of the employee's family for whom the employee has the responsibility for the care of, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations.

21.1.1 The Employee shall not be entitled to paid leave of absence unless they have been in the service of the Company for at least one month immediately prior to such absence.

21.1.2 The Employee shall notify his/her supervisor/manager when he/she is unable to work. The Employee or their representative should phone after 8.00 am and speak directly to the Employee's supervisor/manager. The Employee should not rely on other members of staff, voice mail or the switchboard operator to pass on messages. The Employee or his/her representative should indicate when a return to work is likely.

21.1.3 The Employee shall furnish to the Company such reasonable evidence as the Employee may desire that he/she was unable, by reason of illness or injury, to attend for duty on the day or days for which sick leave is claimed.

21.1.4 The Employee shall not be entitled during the first year of service to sick / family leave in excess of thirty-eight hours of ordinary working time and not more than seventy-six hours in respect of subsequent years of service.

21.1.5 During the first six months of employment the Company shall not be liable to pay the employee for more than three and one-third hours absence owing to ill-health or accident in respect of each completed month of employment with the Company.

21.1 "Family" shall include defacto, same sex couples and other members of the household.

21.1 For the purposes of this clause continuous service shall be deemed not to have been broken by:

(a) any absence from work granted by the Employer; or

(b) any absence from work by reason of personal illness, injury or other reasonable cause, proof whereof shall in each case be upon the employee; or

## **22. BEREAVEMENT LEAVE**

22.1 An employee shall on the death of the husband, wife, father, mother, child, brother, sister, stepchild, parent-in-law or grandparents of the employee be entitled to leave up to and including the funeral of such relation, such leave for a period not exceeding 3 days in respect of any such death shall be without loss of any ordinary pay.

22.2 The right to such paid leave shall be dependent on compliance with the following conditions:

22.3 The employee shall give the Company notice of their intention to take such leave as soon as reasonably practicable after the death of such relation.

Satisfactory evidence of such a death shall be furnished by the employee to the Company if required.

22.4 For the purpose of this clause words "husband" or "wife" shall include a person who was living with the employee as defacto husband or wife immediately prior to the death of the person.

## **23. PUBLIC HOLIDAYS**

23.1 The Union Picnic Day shall be classified as a flexible Public Holiday which can be taken on a day agreed to by the employee and the employee's line manager.

## **24. FIRST AID ALLOWANCE**

- 24.1 An employee, appointed by the Employer, and suitably qualified to perform the functions of first aid shall be paid \$10.00 per week, in addition to all other payments.
- 21.2 The allowance payment will be no less than the award.

## **25. UNIFORMS AND PROTECTIVE CLOTHING**

- 25.1 Uniforms will be available to employees covered by the Agreement as follows:
- 4 Polo tops
  - 3 trousers
  - 2 shorts, or an 1 additional trouser
  - 2 warm tops
- 25.2 Replacement of the above uniforms will be on an as needs basis.
- 25.3 Laundering is the responsibility of the employee.
- 25.4 Not later than six weeks after the commencement of employment the Company shall supply safety footwear. The footwear will remain the property of the Employer. It is a condition of employment that the employee will wear the safety footwear at all times whilst at work.
- 25.5 The Company will provide replacement safety footwear when the employee provides evidence of the need.
- 25.6 On termination of the employment the employee will if requested return all uniforms including safety footwear issued to them in good order and condition, fair wear and tear accepted.

## **26. QUALITY COMMITMENT**

The parties are committed to full compliance with the Employer's quality system, in order to provide all customers and employees with excellence in quality and service.

The parties will achieve these objectives through:

- 26.1 Continuous improvement of work practices, skills, technology and customer service.
- 26.2 Maintenance and implementation of an effective quality system.
- 26.3 Participation of all employees in the development of the system outlined below.
- 26.4 Auditing conformance of work to the Company standards, including on line checking, HACCP compliance and compliance to specifications for raw materials, work in progress and finished product.

To further demonstrate commitment to Quality, the DE Quality Policy is posted on site.

27.

## **UNION RECOGNITION**

The parties commit themselves to the principle that Employees are free to join or not to join the union. Where and only where an employee indicates to the Company of his/her own free will that they wish to join the Union.

- i. The Employee shall be given an Application form to join the Union. It shall be the absolute choice of the Employee if they wish to fill in the form, sign it and forward it to the union;
- ii. The Employee in his/her absolute discretion may provide to the Company an authorisation to deduct Union membership dues as levied by the Union in accordance with its rules. The Company will forward 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; and
- iii. If an Employee chooses to resign from the Union and or cease payroll deductions for union membership, the Company shall cease deducting dues and submitting same to the Union."

28.

**COPY OF AGREEMENT**

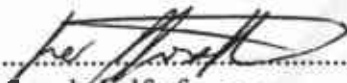
Copies of this Agreement will be made available to all employees. If employees request their own copy it will be made available.

This Agreement is made this 5<sup>th</sup> day of July 2001




Signed for and on behalf of  
Sara Lee Coffee and Tea  
(Australia) Pty. Ltd.

  
Witness



Signed for and on behalf of F. BELAN  
National Union of Workers

  
Witness