

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA04/67

TITLE: **Goodman Fielder (Wagga Wagga Distribution Depot) Agreement 2003**

I.R.C. NO: IRC3/6622

DATE APPROVED/COMMENCEMENT: 23 December 2003

TERM: 18 months

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/139

GAZETTAL REFERENCE: 26 March 2004

DATE TERMINATED:

NUMBER OF PAGES: 36

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees of Quality Bakers Australia Limited at its operations located at Edward Street, Wagga Wagga who fall within the coverage of the Bread Industry (State) Award

PARTIES: Quality Bakers Australia Limited -&- the Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

GOODMAN FIELDER BAKING (WAGGA WAGGA DISTRIBUTION DEPOT) SITE AGREEMENT 2003

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2. Title

This Agreement shall be known as the Goodman Fielder (Wagga Wagga Distribution Depot) Agreement 2003 and shall be approved as an Enterprise Agreement under s.34 of the *NSW Industrial Relations Act 1996*.

3. Parties Bound

This Agreement shall apply to:

- (a) Quality Bakers Australia Limited and its subsidiaries ("the Company"), in respect of the employment by it of employees in Wagga Wagga, NSW who perform work covered by the classification structure referred to in clause 43 of this Agreement, whether members of the Union referred to in 3(b) or not; and
- (b) The Australian Liquor, Hospitality and Miscellaneous Workers Union (NSW Branch) ("the Union").

4. Terms of Agreement

All terms and conditions contained within this Agreement are operational immediately upon certification of this Agreement.

5. No Extra Claims

It is a term of this Agreement that the Union undertakes, for the duration of this Agreement, not to pursue any extra claims, aside from State Wage Case determinations. It is also agreed that State Wage Case decisions shall be absorbable into all benefits available under this Agreement, for the life of this Agreement.

6. Duration

This Agreement shall remain in force from the date of approval until June 30, 2005.

7. Locality

This Agreement shall apply at the Company operations located at Edward Street, Wagga Wagga, NSW.

8. Not to be used as a Precedent

With the exception of coverage as defined in clause 7 Locality, of this Agreement, the terms and conditions of this agreement shall not be used as a precedent in any Goodman Fielder Baking site or operation. The parties agree that this Agreement shall not be used in any manner whatsoever to obtain similar benefits in any other plant, enterprise, business or Company.

9. Relationship to Parent Award

This Agreement shall apply in conjunction with the Bread Industry (State) Award, provided that where there is any inconsistency, the provisions of this Agreement shall prevail to the extent of the inconsistency.

10. Objectives of the Agreement

- (a) The purpose of this Agreement is to support and promote continual improvement in our business by delivering excellent employment conditions, which promote the well-being of our employees and the success of our business. This Agreement reflects our commitment to learning, innovation, quality and reciprocal obligations.
- (b) The Agreement reflects and assists in developing a workplace culture of openness, trust, empowerment and commitment, in which employees are recognised as the most valuable asset of the organisation.
- (c) All parties are committed to a continual process of improving productivity and effectiveness in achieving organisational goals, whilst simultaneously improving the quality of life for all employees
- (d) It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

- (e) Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the parties must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

11. Definitions

- (a) "The Act" means the *NSW Industrial Relations Act 1996*.
- (b) "Annualised earnings" means the average weekly rostered pay multiplied by 52 weeks.
- (c) "Average Weekly Pay" means the pay applicable to a roster which includes ordinary pay, shift penalties, rostered overtime, Saturday and Sunday hours, fixed over-award payments, sold RDOs (if applicable) and the value of the payment referred to in clause 17(f)(iii) (if applicable).
- (d) "Average Rostered Hourly Rate" means average weekly pay divided by average weekly rostered hours .
- (e) "The Award" means the Bread Industry (State) Award.
- (f) "Bakery operations" means all functions performed from the production of the product through to the delivery of the product.
- (g) "Commission" means the New South Wales Industrial Relations Co mmission.
- (h) "Enterprise Agreement hourly rate" is as per clause 14(a) of this Agreement.
- (i) "Ordinary Hours" means those hours to which single time is applicable.
- (j) "Ordinary Pay" means the Enterprise Agreement weekly pay including any over award payment excluding shift allowances, bonuses, loadings, overtime, allowances or any other penalty payments.
- (k) "Over-Award Payment" means a payment which is over and above the terms and conditions of this Agreement.
- (l) "Roster" means any combination of working days over a specified period of time.
- (m) "Rostered Hours" means those hours covered by a roster, over any seven days of the week.
- (n) "Rostered Day Off" (RDO) means a non-work day which is paid through the banking of hours worked.
- (o) "Rostered Off" means a non-work day which is unpaid.
- (p) "Rostered Work Day" means any day rostered to work.
- (q) "Single Time/Ordinary Time" means the Enterprise Agreement hourly rate. Excludes any over award payment, bonuses, loadings, overtime, allowances or any other penalty payments. All penalties, such as overtime, or public holiday rates are applied on this rate.
- (r) "Week" means seven consecutive days.

12. Contract of Employment

- (a) Useful Employment

The Company may deduct payment for any day or part thereof an employee cannot be usefully employed because of any strike, or any stoppage of work by any other cause arising out of such strike or through any rationing of power and other utilities, lack of fuel or breakdown of machinery for which the Company cannot reasonably be held responsible. Where the employee and the Company agree, accrued RDOs, accrued annual leave and accrued long service leave may be used in these circumstances.

(b) Probationary Period

- (i) A full time or part time employee will be employed on a probationary basis for the first 3 months of their employment.
- (ii) During the probationary period employment may be terminated by either the Company or the employee giving one week's notice to the other party or by the payment or forfeiture respectively of one week's ordinary pay in lieu of notice.
- (iii) An employee who is promoted to a higher classification, will be subject to a three month probationary period. This may be extended by one month by agreement. If the employee's performance in the new position or higher classification is deemed to be unsatisfactory during or at the conclusion of the probationary period, then the employee shall return to the previous classification. This clause does not abrogate the right to take disciplinary action against an employee where the conduct of the employee warrants such action.

(c) Payment of Wages Upon Termination

Upon termination of employment if the employee provides the correct notice period, and the termination is not due to disciplinary action, all wages due to an employee shall be paid on the day of termination. If the employee is kept waiting for such payment beyond the employee's normal time of ceasing work the employee shall be paid at time and a half for all time kept waiting. An exception to this will be made where a query arises over the amount of the termination payment. In this case, the query will be resolved in a reasonable time. Where termination is due to disciplinary action, payment shall be made within 2 working days of the day of termination. Where termination occurs on a Saturday or Sunday, payment will be made on the next Monday, provided that where that Monday is a public holiday, payment will occur on the day immediately after the public holiday.

(d) Notice Required on Termination or Resignation

- (i) Employment may be terminated by the Company by giving notice as follows:

Employee's Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years continuous service with the Company.

- (ii) Employment may be terminated by the employee by giving one week's notice to the Company or by the forfeiture of one week's ordinary pay in the event that such notice is not given.
- (iii) Notice as set out in (i) or (ii) may be paid out in lieu, in part or in full, at the Company's discretion.
- (iv) This subclause shall not apply in the case of redundancy and shall not affect the right of the Company to dismiss an employee without notice for neglect of duty, misconduct or for any of the reasons set out in the Summary Termination clause 29 of this Agreement.

(e) Jobs Descriptions and Standard Operating Procedures

All employees will have job descriptions, according to sites and departments.

Where there is a need for Standard Operating Procedures to clarify how a job is done, the Company, in consultation with employees and the Union, will develop them.

(f) Employees Shall be Ready, Willing and Available to Work

Employees shall be ready willing and available to work as required by the Company. An employee not attending for duty as required, except as provided in the following clauses, Public Holidays, Annual Leave, Long Service Leave, Accident Make-up Pay, Carer's Leave and Bereavement Leave, Parental Leave, Jury Service Leave and Union Training, shall lose his or her pay for the actual time of non-attendance.

13. Employment Categories

- (a) Employees shall be engaged either as full time, part time, or casual employees as required by the Company. Full time and part time employees may be engaged on either a permanent or temporary (i.e. specific term or specific task) basis.
- (b) Full Time
- (i) Full time employees shall be ready, willing and available to work as required by the Company.
 - (ii) Full time employees shall be engaged by the week.
- (c) Part Time
- (i) Part time employees shall be ready, willing and available to work a specified lesser number of hours than 38 per week as agreed, according to a weekly prepared regular roster.
 - (ii) Part time employees conditions and wages shall be pro-rata that of full time employees.
 - (iii) Overtime rates will apply for weekday hours worked in excess of the permanent roster on any one day.
 - (iv) Where an employee agrees to work on a non-rostered week day, normal rates will apply for hours worked except for those hours in excess of 8, and provided the total ordinary hours for that week do not exceed 38 hours.
- (d) Casuals
- (i) All casuals (and Agency 'temps') shall be classified at the appropriate level, according to the skills and competencies possessed by the person, provided that those skills and competencies are specifically required in the position that the person is temporarily occupying.
 - (ii) A casual employee is one engaged and paid as such by the Company. A loading of 25% will be payable on the Enterprise Agreement hourly rate of the relevant classification.
 - (iii) Casual employees shall be engaged by the hour.
 - (iv) The minimum hours for casual employees shall be two.
 - (v) Casual labour may be used, as required for a specific project, for a specified time, as determined by business requirements. Casual labour may also be used for specified periods of seasonal work.
 - (vi) Casual employees who have been employed for twelve months or more on a regular rostered basis, shall be offered permanent employment.
 - (vii) A casual employee shall not be entitled to annual leave, personal leave, sick leave, public holidays, parental leave (subject to legislation), bereavement leave, jury service, Union training leave, notification of roster or redundancy and notice of termination in accordance with clause 12(d).

- (viii) Casual employees may receive disciplinary warnings from their supervisors or managers. However this does not abrogate the right of the Company to terminate a casual employee due to unavailability of work, for inadequate performance, unsuitability or misconduct.
- (ix) The parties agree that all 'temps' who are working at the Company site and who are employed by Employment Agencies will receive from their employers, the Employment Agencies, all terms and conditions as set out in this Enterprise Agreement.
- (x) Casual employees are not eligible for allowances except for Uniform/Laundry Allowance.
- (xi) Casual employees are not eligible for overtime or time off in lieu.
- (xii) All work performed by Casuals on a Saturday and Sunday shall be paid at the rate set out in clause 25 - Saturday and Sunday work, excluding their penalty rate referred to in 13(d)(ii).
- (xiii) Casuals shall be paid at a rate of triple time for hours worked on a public holiday excluding the penalty rate as referred to in 13(d)(ii).

14. Wage Rates

(a) Wage Rates

The minimum weekly wage rate for an employee of a classification (as defined in clause 43) shall be at the rate assigned to that classification as set out in the pay scale below.

Pay Rates - Enterprise Agreement				
Level	Effective 1st July 2003		Effective 1st July 2004	
	Per Week 38 hours	Per Hour	Per Week 38 hours	Per Hour
1A	508.00	13.3864	520.70	13.7026
1B	526.20	13.8473	539.40	14.1947
2	537.80	14.1526	551.20	14.5052
3	567.70	14.9394	581.90	15.3131
3A	579.70	15.2552	594.20	15.6368
4	597.30	15.7184	612.20	16.1105
5	615.40	16.1947	630.80	16.6000
6	645.50	16.9868	661.60	17.4105
7	669.30	17.6131	686.00	18.0526

(b) Juniors

The Company may employ junior employees.

The wage rate for a junior employee shall be the appropriate percentage of the wage rate prescribed in (a) of this clause hereof at the appropriate classification level in accordance with the following table:

Percentage	%
Under the age of 17 years	72
At 17 years of age	82
At 18 years of age	100

15. Payment of Wages

- (a) Wages shall be paid weekly according to a weekly average of hours worked even though more or less than 38 hours may be worked in any particular week of the work cycle so as to avoid fluctuating wage payments each week.

- (b) In the case of employees who are not on a roster and who do not work an average of 38 ordinary hours each week, wages shall be paid weekly according to the hours actually worked.
- (c) The Company shall pay to each employee as soon as practicable after the completion of working hours for a given week and not later than Thursday the following week, all wages including penalty rates and overtime due to the employee.
- (d) Wages shall be paid by electronic funds transfer into an account or accounts (a maximum of three) specified in writing by the employee.
- (e) In addition to any other legislative requirements, on or before pay day each employee shall be provided with a statement in writing showing deductions from pay and the net amount payable and
 - (i) average weekly pay and allowances and the Enterprise Agreement rate or
 - (ii) the amount of wages including penalty rates, overtime and allowances to which the employee is entitled.

16. Salary Sacrifice Provisions

By written mutual agreement between the individual employee and the Company, the employee may elect to divert a portion of their wages to non cash items.

For employees accessing this option the combined value of the adjusted wage and the non cash item(s) is equivalent to the employee's actual wage entitlement, and therefore the diversion of the wage to non cash item(s) shall not be interpreted as an underpayment of the employee's wage.

The written agreement shall clearly specify the proposed arrangements, including the agreed quantum value of any non wage item, the liability for taxation obligations (including but not limited to FBT, GST and PAYG) and administration expenses (if any) which may arise from the arrangement, and the requirements for the termination of the arrangements.

The employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.

In the event of an employee utilising this option for the purpose of making superannuation contributions, the amount available will be subject to the contribution being tax deductible to the Company. Except where required by legislation, superannuation contributions made under this clause can only be paid to the Goodman Fielder Superannuation Fund and the Australian Retirement Fund (ARF).

17. Annualised Average Earnings

Annualised average earnings allows for the same rate of pay to be paid every week (including while on annual leave) and is based on average hours being worked (i.e. different hours per week in a roster system). Where applicable annualised average earnings may be negotiated between the company and the individual employee. Where annualised average earnings are negotiated they will be based on an individual calculation, for a particular roster, over the full cycle of that roster. The individual calculation is based on the following principles:

Calculation of Annualised Average Earnings

- (a) The calculation of an employee's (other than a Casual's) average earnings shall be the average over the term of the shift pattern of the
 - (i) Ordinary weekly hours.
 - (ii) Shift penalty hours.
 - (iii) Rostered overtime.

- (iv) Hours worked on Saturdays and Sundays.
- (v) Sold RDO's, where applicable.
- (vi) Value of the payment referred to in clause 17(f)(iii) of this Agreement, if applicable.
- (vii) Fixed over-award payments, where applicable.
- (viii) Penalty rates for working on a set number of public holidays may be included in the calculation of an employee's average earnings, if agreed between the Site Manager and the relevant employee.
- (ix) 4 or 5 weeks' leave loading based on the difference between ordinary pay plus 17.5% and the average rate of pay is to be included in the calculation, provided that ordinary pay plus 17.5% loading is greater than the average rate of pay.

The calculation shall be based on the applicable Enterprise Agreement rate.

(b) The calculation of an employee's average earnings shall exclude:-

- (i) First Aid Allowance.
- (ii) Tool Allowance.
- (iii) Boiler Attendant's Allowance.
- (iv) Laundry Allowance (where applicable)
- (v) Bonuses and Commissions.

These allowances may be paid as an average over the year by multiplying by 47 or 48, and dividing by 52.

Opting for Annualised Average Earnings

- (c) An employee may choose whether he or she wishes to be on annualised average earnings. This choice will be made on a one-off basis and must be signed off by the employee on his or her individual calculation sheet.
- (d) An employee who chooses to be on annualised average earnings shall receive the following benefits:
 - (i) Sick leave is paid on average earnings. Sick leave is paid on Saturdays and Sundays provided that these days form part of the employee's rostered hours.
 - (ii) Annual leave and superannuation shall be paid on average earnings.
- (e) An employee who is already on annualised average earnings at the time of approval of this Agreement shall remain on annualised average earnings.

Additional Payment or Time Off for Saturday/Sunday Rostered Work

- (f) Where employees are:
 - (i) regularly rostered to work and work:
 - (a) more than 43 hours per week which includes rostered Saturday and/or rostered Sunday;

OR

- (b) at least five hours per day and at least five days per week, which includes 26 or more Saturdays and/or Sundays per year,

the employees may elect one of the following options:

- (ii) receive a payment equivalent to one week's ordinary pay or, where the employee is on annualised average earnings, the average weekly pay (excluding the value of this week) immediately following each anniversary of their employment; or
- (iii) have the value of the payment referred to in subclause (ii) directly above incorporated into average weekly pay (this is a permanent election, which cannot be reversed subsequently, unless subclause (i) above ceases to apply). This election shall be documented by the Company, signed by the employee and a copy given to the employee;
- (iv) receive time off of one week (38 hours), to be taken in conjunction with annual leave, and paid on the basis of ordinary pay or, where the employee is on annualised average earnings, the average weekly pay (excluding the value of this week);
- (v) where subclause (i) above applies for less than a full year, the pro rata value of the options set out in subclauses (ii), (iii) and (iv) above shall apply.

18. Occupational Health and Safety and Food Safety in the Workplace

- (a) Principles of Occupational Health and Safety in the Workplace

The parties are committed to implementing the following principles of Occupational Health and Safety:

- (i) providing safe plant, equipment and working environment.
- (ii) providing all necessary training to employees to ensure safe working processes and practices.
- (iii) Enforcing adherence to safe working processes and practices, via counselling and disciplinary action where necessary. In such circumstances, the Disciplinary Procedures and Summary Dismissal provisions as set out in clause 27 and 29 will apply.
- (iv) All managers and team leaders must also comply with and promote safe working processes and practices.

- (b) Heat Policy

All employees will work in safe working conditions. This includes atmospheric conditions.

Therefore, where the indoors temperature is in the vicinity of 40°C, the Company will provide constant access to cool water. In designated areas where access to cool water is impractical, (plastic) bottled water will be provided.

The Company will also provide regular short breaks to employees working constantly in very hot conditions.

- (c) Compulsory Wearing of Personal Protective Equipment

- (i) All employees are required to wear personal protective equipment as is necessary or appropriate in performing required duties. Failure to wear such equipment will automatically be regarded as a refusal to work as directed; except insofar as the production of an appropriate medical certificate prohibiting the wearing of such equipment will be regarded as a lawful excuse, and provided that the Company is still able to meet legal employment and public health obligations.

- (ii) An employee shall return all personal protective equipment, gear, clothing or protection that the Company supplies when the employee leaves the Company. If the employee leaves the Company before the expiration of three months service and does not return all such provided equipment, then the Company may deduct the cost of such equipment not returned from any monies owed by the Company to the employee. If an employee leaving after three months service does not return all such provided equipment, then the Company may deduct the determined value of the cost of such equipment not returned from any monies owed by the Company to the employee.
- (iii) Employees required to wear safety footwear shall be supplied, by the Company, with up to 2 pairs of safety footwear per annum. Any additional safety footwear required during the year shall be paid for by the employee.
- (iv) Employees must comply with all Food Safety requirements, as directed by management.
- (v) The Company shall provide all training associated with the requirements in this clause.

19. Allowances

(a) Payment of Allowances

- (i) Casuals are not eligible for the following allowances; except for 19(b)(ii) - Uniform/Laundrying Allowance. Part-time employees are eligible for the following allowances on a pro-rata basis (ie. only for the days when the person is working).

(b) Types of Allowances

- (i) First Aid Allowance

An employee who is qualified to St. John Ambulance standard or equivalent and is appointed by the Company to act as First Aid Attendant shall be paid a weekly allowance of \$18.80.

- (ii) Uniform/Laundrying Allowance

The Company reserves the right to determine uniform policy and to apply it as a compulsory condition of employment. Where it is a compulsory condition of employment, uniforms shall be supplied and laundered by the Company.

Where the Company deems that appropriate laundering facilities are not available, a laundering allowance of \$7.75 shall be paid per week. This shall apply pro rata to part-time and casuals on a daily basis (based on a 5 day week) to a maximum of the full time rate.

- (iii) Meal Allowance

Employees who are required to work 1.5 hours or more overtime on any one day shall be paid a meal allowance of \$6.75 and a further \$6.75 for each additional 4 hours of work until the overtime ceases.

20. Hours of Work

(a) Ordinary Hours

- (i) Full time employees shall work an average of 38 hours per week.
- (ii) Employees may be rostered up to 6 days per week over any 7 days of the week.
- (iii) Rostered hours shall be a minimum of four and a maximum of 10 on any one day, provided that shifts over 10 hours and up to 12 hours may be worked if there is agreement between the employee, the Company and the Union.

- (iv) Part time employees may be rostered less than 4 hours with a minimum of 2 hours on any one day with the agreement of the Union and employee.
 - (v) Employees may be rostered to work up to 44 hours per week.
 - (vi) The Company shall, as far as practicable, roster employees so that they have two consecutive days off as often as possible.
 - (vii) All employees who have completed a shift or a period of duty on any day shall be allowed a minimum of 12 hours' rest before commencing the next shift or period of duty, unless a lesser period is agreed.
 - (viii) The correct times of beginning and ending work shall be recorded daily in a manner determined by the Company. Time records shall be initialled by the employee at least once a week, or as determined by the Company.
 - (ix)
 - (a) New ordinary hours arrangements may be trialed with a three monthly review.
 - (b) With the agreement of the Union, these trials may involve temporary changes to the terms and conditions of this Agreement.
 - (x) Where instigated by the employee, split shifts may be worked by individual agreement with an employee, the Company and the Union.
- (b) Notification of roster
- (i) Employees shall be advised by the company at least one week in advance of their roster.
 - (ii) A change of more than two hours in an employee's commencement time shall require four weeks notice, unless otherwise agreed.
 - (iii) The roster may change by shorter notice, by agreement.

21. Meal Breaks and Rest Periods

(a) Meal break

Employees shall be entitled to an unpaid meal break of not less than 30 minutes and not more than one hour. Such meal break shall be allowed to commence after the completion of not less than 2.5 hours' work and not more than five hours' work.

(b) Rest period

All employees shall be allowed a ten minute rest period between the time of commencing work and the usual luncheon interval and a further ten minute rest period between the usual luncheon interval and the completion of the rostered shift. Should the shift, including overtime, exceed eight hours, further ten minute breaks shall be given for every 1.5 hours in excess of eight hours, provided the first ten minute break will be taken no longer than 2.5 hours from the last rest period.

Rest periods shall be counted as time worked.

22. Call Back

- (a) An employee, except a casual, recalled to work overtime after leaving the Company's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours work at time and a half for the first two hours and double time thereafter for each time they are so recalled.

This subclause shall not apply in cases where it is customary for an employee to return to the Company's premises to perform a specific job outside their ordinary working hours, or where the overtime is continuous with the completion or commencement of ordinary working time.

- (b) Overtime worked in these circumstances shall not be regarded as overtime for the purpose of clause 20(a)(vii) of this Enterprise Agreement (pertaining to the requirement of twelve hours rest) and clause 19(b)(iii) - Meal Allowance and clause 21 - Meal Breaks and Rest Periods.

23. Overtime

- (a) An employee, other than a casual employee, shall be paid the overtime rate of pay for all work performed in excess of the employee's number of rostered shift hours each day.
- (b) A full time permanent employee, who works on a rostered off day, shall be paid at overtime rates for that day, provided that in that work cycle, at least an average of 38 normal hours have been worked. Where Saturday or Sunday form part of the 38 normal hours, work on these days shall be paid at normal Saturday and Sunday penalties.
- (c) Overtime shall be paid at the rate of time and a half for the first two hours and double time thereafter.
- (d) Casuals shall not receive overtime payment.
- (e) Time off in lieu of payment for non-rostered overtime:
 - (i) An employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.
 - (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
 - (iii) The Company shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the award, for any overtime worked under paragraph (i) of this subclause where such time has not been taken within four weeks of accrual.
- (f) Make-up time

An employee may elect, with the consent of the Company, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in this Agreement.

24. Penalty Hours

- (a) Employees shall work at such times as directed by the company and shall, if required, work shift work.
- (b) Any hours worked between 6.00 p.m. and 6.00 a.m. shall attract a penalty of 30% based on the wage rate as prescribed in clause 14(a) - Wage rates - of this Agreement.
- (c) The penalty prescribed in (b) hereof shall not apply in respect of work for which overtime, Saturday, Sunday or public holiday rates are payable pursuant to clause 23 - Overtime, clause 25 - Saturday and Sunday Work and clause 26 - Public Holidays, of this Agreement.

25. Saturday and Sunday Work

- (a) All work performed which commences on a Saturday shall be paid for at the rate of time and a half for the first two hours and double time thereafter, provided that all work performed which commences on Easter Saturday shall be paid for at the rate of double time and a half.
- (b) All work performed which commences on a Sunday shall be paid for at the rate of double time, such rate to continue until the completion of the shift.

- (c) All work performed by casuals on a Saturday and Sunday to be paid at the above rate excluding their loading referred to in clause 13(d)(ii) hereof.

26. Public Holidays

- (a) This clause overrides, in full, any terms relating to Public Holidays in any applicable award, agreement (whether verbal or written) or representations made between the parties.
- (b) For the purpose of this clause an employee shall be treated as working on one of the days specified in paragraph (c) if that employee works on a shift which is worked in order to produce bread for sale on one of such days even though the shift is not worked on one of such days.
- (c) New Year's Day, Good Friday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday and Labour Day.
- (d) Bakers picnic day will be built into annual leave accrual as an additional day.
- (e) Day off in lieu of holiday falling on a Saturday or Sunday
 - (i) When Christmas Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 27 December.
 - (ii) When Boxing Day is a Saturday or a Sunday, a public holiday in lieu thereof shall be observed on 28 December.
 - (iii) When New Year's Day is a Saturday or Sunday, a public holiday in lieu thereof shall be observed on the next Monday.
 - (iv) For work performed on a Saturday or Sunday which is a public holiday, and where that public holiday is substituted in accordance with this subclause, normal Saturday and Sunday rates will apply.
- (f) Principles of Rostering on Public Holidays
 - (i) The Company and the Union acknowledge that the business must be able to be fully operational, 365 days per year, including all public holidays. This is necessary to meet our customers' specific requirements. The parties also acknowledge that Goodman Fielder Baking (Wagga Wagga) must be able to satisfy its customers in order to keep those customers, and therefore to stay in business.
 - (ii) The parties support the principle that rostering on public holidays must be fair to all employees. In the first instance, department managers shall be responsible to ascertain whether employees wish not to work public holidays prior to the public holiday. A notice will be published 28 days prior to the public holiday, and employees wishing not to work the public holiday will sign the list. The notice will be taken down 21 days prior to the public holiday, and department managers will assess whether sufficient staff are available.
 - (iii) If there are insufficient staff available, the Company will call for volunteers to cover operational requirements. However, if insufficient employees volunteer the Company will consult with the Union on rostering arrangements for the public holiday.
 - (iv) Where an employee who has sold their public holidays into annualised earnings elects not to work on a rostered public holiday, their next pay will be adjusted accordingly.
- (g) Public Holiday Rates
 - (i) An employee (except for a Casual employee) who performs work on one of the holidays prescribed in subclauses 26(c) & 26(d) hereof shall be paid a special rate as follows:
 - (ii) Normal rostered hours shall be paid for the public holidays plus

- (a) a penalty for hours worked of double time,
or
 - (b) a penalty of single time plus the number of hours worked (to a maximum of the normal rostered shift) banked into annual leave. This option must be elected in writing prior to the public holiday.
- (iii) Where an employee is "allowed off and paid at ordinary time the normal rostered hours of the day immediately preceding the said public holiday" normal rostered hours shall be paid for that day plus a penalty for hours worked of single time on public holiday.
- (iv) Normal rostered hours shall be paid for Good Friday and Christmas Day plus
- (a) a penalty for hours worked of double time and a half
or
 - (b) a penalty of single time plus the number of hours worked (to a maximum of the normal rostered shift) banked into annual leave. This option must be elected in writing prior to the public holiday.

This subclause is not applicable to substituted public holidays and the rate in (g)(ii) of this clause will apply.

- (v) Where an employee is "allowed off and paid at ordinary time the normal rostered hours of the day immediately preceding Good Friday and Christmas Day", normal rostered hours shall be paid for that day plus a penalty for hours worked of time and a half on public holiday. This subclause is not applicable to substituted public holidays and the rate in (g)(iii) will apply.
 - (vi) Where a full time employee on a rotating roster is rostered off on a public holiday (and has not been allowed off and paid for the day immediately preceding that public holiday), then normal rostered hours shall be paid for the public holiday at single time. This does not apply to public holidays which fall on a Saturday or Sunday and no substituted public holiday is declared.
 - (vii) Where hours are worked in excess of normal rostered hours on a public holiday then the following rates shall apply for those hours:
 - subclause (ii) triple time
 - (iii) double time
 - (iv) triple time and a half
 - (v) double time and a half
 - (viii) An employee, except for a casual, may elect in writing prior to the public holiday and with the consent of the Company, to take time off in lieu of the special rates for time worked on the public holiday.
 - (ix) Casuals shall be paid at a rate of triple time for hours worked on a public holiday excluding the loading as referred to in 13(d)(ii).
 - (x) Employees required to work on a public holiday shall be paid the applicable penalty rate for a minimum of four hours work, except for a casual whose minimum shall be two.
- (h) Span of Hours on a Public Holiday

The span of hours to constitute a public holiday shall be deemed to be hours worked to produce bread for sale for the public holiday in accordance with subclause (b) of this clause.

- (i) Absent Before or After a Public Holiday
- (i) Where an employee is absent from his or her employment on the working day immediately before or after a public holiday without reasonable cause or without the Company's consent the employee shall not be entitled to payment for the public holiday or substituted day.
- (ii) Where an employee is sick the day immediately before or after a public holiday, a medical certificate is always required for payment to be made.

27. Grievance/Disciplinary Procedures

(a) Grievance/Dispute Settling Procedure

The following procedure shall apply in the event of a matter of grievance being raised by an employee:

- (i) The employee shall in the first instance discuss it with his or her Supervisor. If the grievance is of a particularly sensitive or serious nature, the employee may refer the matter directly to the Senior Manager.
- (ii) If the matter cannot be resolved at this level, the Supervisor shall refer the matter to his or her Departmental Manager and advise the employee of this action. The Supervisor must refer matters of a particularly sensitive or serious nature, such as harassment, directly and immediately to the Senior Manager.
- (iii) If the matter cannot be resolved at this level the employee may refer it to his or her shop steward who may discuss it with the relevant Departmental Manager.
- (iv) If the matter cannot be resolved at this level the matter shall be referred to the Senior Manager who shall attempt to resolve it.
- (v) It is agreed steps (i) to (iv) shall take place within seven days.
- (vi) If the matter remains unresolved either party may seek the assistance of their Union representative and nominated Company representative to resolve it.
- (vii) As a last resort the matter shall be referred to the Commission for conciliation and determination if necessary.
- (viii) Whilst the procedure in this clause is being followed there shall be no disruption to the Company's operations, work shall continue as normal in accordance with custom and practice (if any) existing prior to the dispute, and no party shall attempt to aggravate or escalate the dispute.

(b) Disciplinary Procedures

- (i) Where disciplinary action is necessary, the management representative shall notify the employee of the reason. The first warning may be verbal and will be recorded on the employee's personnel file. The employee may, at their option, have a Union representative present, at any time during the process.
- (ii) If the problem continues the matter will be discussed with the employee and a second warning in writing will be given to him/her and recorded on his/her personal file. The employee may, at their option, have a Union representative present, at any time during the process.
- (iii) If there is a further performance or conduct problem, the employee will be subject to further disciplinary action. If a final warning is to be given then it shall be issued in writing and recorded on the employee's personal file. The employee must be asked if they require a Union representative to be present.

- (iv) In the event of further disciplinary action being necessary, then the employee may be terminated. No dismissals are to take place without the authority of senior management.
- (v) Immediate dismissal of an employee may occur for an act of serious and wilful misconduct.
- (vi) If a dispute should arise over disciplinary action, the course of action to be followed is that the matter shall be referred to the Union Secretary or the relevant union official and nominated Company representative to resolve it.
- (vii) As a last resort the matter shall be referred to the Commission for conciliation and determination if necessary.
- (viii) Whilst the procedure in this clause is being followed there shall be no disruption to the Company's operations, work shall continue as normal in accordance with custom and practice (if any) existing prior to the dispute, and no party shall attempt to aggravate or escalate the dispute.
- (ix) The effect of a warning will lapse after twelve months for the purpose of this clause, if no further warning is given.

28. Suspension

(a) Application

- (i) The appropriate Union official shall always be advised when this clause is invoked. For the purposes of this subclause the "Appropriate Union official" is the Departmental Shop Steward, in his/her absence the Union Organiser/Safety Officer or in his/her absence the Union Secretary.
- (ii) Where the appropriate Union official cannot be contacted, an immediate suspension shall apply of no longer than 24 hours, until the appropriate Union official is contacted.

(b) Purpose

The purpose of this clause is to provide a "cooling off" period in relation to, and to remove an employee from the site immediately after, the employee's alleged serious breach of discipline/contract/Company policy and to allow sufficient time for a full and proper investigation.

(c) Conduct Justifying Suspension

- (i) An employee may be suspended for conduct, which amounts to a serious breach of contract or a serious breach of discipline or a serious breach of Company policy. Without limiting the generality of the foregoing, circumstances justifying suspension include allegation(s) of:

an employee attending for work in a state of intoxication or in a state which reasonably resembles intoxication;

fighting, verbal abuse, threatening behaviour, sexual harassment; and other forms of harassment, provocation or discrimination;

unsafe work practices after correct instructions have been given e.g. removal of safety device, unsafe fork-lift driving;

causing wilful damage;

theft or attempted theft;

threatening to cause a detriment to the business.

- (ii) This clause will not normally apply to absenteeism, unsatisfactory work performance and lateness.

- (iii) This clause does not abrogate the right to dismiss an employee summarily where the conduct of the employee warrants such action.
- (iv) The Drug and Alcohol Policy may be applied in conjunction with this clause. As part of this policy, any employee may be required to undertake a breathalyser test when suspected of being under the influence of alcohol. An employee may also be suspended without having been breathalysed, if it is alleged that he or she is at work, or about to commence work, in a state which reasonably resembles intoxication.

29. Summary Termination

- (a) The following are indicative of the acts for which the Company may summarily terminate the employment of an Employee:
 - (i) Where the Employee engages in any act or omission constituting misconduct in respect of his or her duties;
 - (ii) Where the Employee wilfully fails or wilfully neglects to perform or carry out his or her powers, duties or functions;
 - (iii) Where the Employee commits a serious or persistent breach or non-observance of any of the provisions of this Agreement;
 - (iv) Where the Employee is engaged in any conduct which in the opinion of the Company might tend to injure the reputation or standing of the Company;
 - (v) Where the Employee threatens to cause a detriment to the business;
 - (vi) Where the Employee removes from the premises, for any purpose, any item belonging to the Company without the express prior approval of the Company;
 - (vii) Where the Employee refuses or neglects to comply with any lawful and reasonable order by the Company or any other person duly authorised by the Company, such as a Manager, Supervisor, Team Leader or Leading Hand;
 - (viii) Where the Employee operates any machinery, including vehicles, in a state of intoxication or in a state which reasonably resembles intoxication;
 - (ix) Where the Employee engages in fighting, verbal abuse, threatening behaviour, sexual harassment; or other forms of harassment, provocation or discrimination.
 - (x) Where the Employee engages in unsafe work practices after correct instructions have been given e.g. removal of safety device, unsafe forklift driving;
 - (xi) Where the Employee causes wilful damage;
 - (xii) Where the Employee engages in theft or attempted theft.
- (b) In such cases, the employee will be required to immediately leave the Company's premises.
- (c) In the case of termination under this clause, the Company shall pay to the Employee all wages owed up to the close of business on the day of termination.
- (d) Summary dismissal may occur without a preceding period of suspension.
- (e) An employee may only be summarily dismissed with the authority of a Senior Manager.

- (f) The Senior Manager, or his or her representative, will contact a Union representative as soon as possible when a summary dismissal occurs.
- (g) Where delay does not represent any risk to person or property, the Company will attempt to contact a Union representative prior to the summary dismissal occurring.

30. Right of Entry

- (a) The right of entry of Union officials to the Wagga Wagga site shall be governed by Part 7 of the Act.
- (b) An employee-appointed shop steward in the department in which he or she is employed shall, upon written notification by the Secretary/Treasurer of the Union to the Company, be recognised as the accredited representative of the Union, and shall be allowed the necessary time during working hours to interview members provided the relevant manager has agreed to the time, place and duration of these interviews.

31. Stop Work Meetings

The Union shall be entitled to conduct a total of four paid stop work meetings per year in Wagga Wagga Bakery, provided that such meetings:

- (a) are held at a time and place agreed upon by the Union and the Company;
- (b) are a maximum of one hour's duration; and
- (c) cause minimum disruption to production and delivery

There may be more stop work meetings by specific prior agreement between the Union and the Company.

32. Annual Leave

- (a) General
 - (i) Employees shall be entitled to four weeks annual leave exclusive of public holidays upon the completion of each twelve months of employment.
 - (ii) Annual leave shall be given and taken in a manner agreed by the employee and the Company except where operational or business requirements necessitate compulsory annual leave. In such circumstances, an employee shall take compulsory annual leave in periods of no less than one week. One month's notice will be provided in writing or a lesser period by agreement.
 - (iii) Annual leave entitlement shall be taken within 6 months of the anniversary date, unless otherwise agreed with the Company.
 - (iv) Annual leave may be given and taken in advance of it becoming due provided the employee and the company agree.
 - (v) Accrued annual leave shall be paid out upon termination.

- (b) Company or Section Closedown

Where the Company intends temporarily to close its establishment or a section thereof or a line of production, the Company shall give in writing to employees one months notice of compulsory annual leave.

- (c) Annual leave loading

- (i) In addition to the payments prescribed in subclause 32(a) hereof an employee except those on annualised average earnings, shall receive during a period of annual leave the greater of :-

- (a) a loading of 17½ per cent of their ordinary pay for their classification in respect of the period of such leave

OR

- (b) a loading to equal the average rate of pay (calculated in accordance with 32(e)(ii) hereof).
 - (ii) The average rate of pay shall be calculated by taking the gross wage for the previous 47 or 48 weeks (excluding overtime, public holiday special rates, laundry allowance and meal allowance earnings but including Saturday and Sunday earnings and penalty rates) and dividing the total by 47 or 48 respectively.
 - (iii) The annual leave loading or the loading to equal average rate of pay shall apply to the employee's proportionate leave on termination of employment.
- (d) If an employee is called in on annual leave for one day or part thereof, then the employee shall accumulate another day of annual leave.

33. Sick Leave

General Conditions applying to All Employees Except Casuals.

- (a) Sick leave is absence from duty as a result of personal ill health or accident, not work related.
- (b) An employee must have at least three months service with the company to be entitled to the benefit of the sick leave provisions.
- (c) Medical Certificates
 - (i) A medical certificate is required for two or more consecutive work days (being the employee's normal rostered days).
 - (ii) If the company has reason to question the genuineness or authenticity of the medical certificate provided, then the Human Resources Manager shall be immediately advised. After consultation with the Union, the Human Resources Manager may direct the employee to attend a medical practitioner, other than the medical practitioner who provided the original certificate. Where the Company has concerns regarding the authenticity of the certificate provided, disciplinary action may be initiated in accordance with clause 27.
 - (iii) A medical certificate is not required for three single day absences in any one sick leave year.
 - (iv) After three single day absences have been taken without a medical certificate in any one sick leave year, then a medical certificate must be produced for each single day absence thereafter.
 - (v) A medical certificate is always required for the day immediately before or after a non-shift day or public holiday. Where an employee notifies the manager/supervisor of his/her being unavailable to work before a non shift day or public holiday and states that a medical certificate will be produced at the start of the next rostered shift, then the employee will be allowed to work that shift.
 - (vi) Medical certificates must be received by the Company within 48 hours of the commencement of the sick leave, unless alternative arrangements are agreed with the employee's Supervisor.
 - (vii) An employee who has had more than three absences of any duration in any one sick leave year, shall be counselled by his or her team leader, supervisor or manager and if requested in the presence of a shop steward. The intention of the counselling session is to ascertain whether the employee requires any ongoing assistance to maintain their health.

(d) Notification of Sick Leave

- (i) All sick leave must be applied for by the employee in the way specified by the employee's manager.
- (ii) An employee must verbally notify his or her team leader, immediate supervisor or department manager of his or her inability to attend for work no later than one hour before the commencement of his or her normal shift. Failure to do so may result in disciplinary action.
- (iii) At the time of notifying his or her team leader, immediate supervisor or departmental manager of his or her inability to attend, the employee shall, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (iv) An employee who leaves the premises due to injury or ill health before the conclusion of his or her normal shift, must verbally notify his or her team leader, immediate supervisor, or department manager before doing so.

(e) Sickness during Annual Leave, Long Service Leave or on RDOs

An employee who is ill or injured while on paid leave shall be entitled to paid sick leave provided that a medical certificate is supplied.

Sick Leave Entitlements

(f) Normal Sick Leave Entitlement

Entitlement is as follows for all permanent full-time employees. Part-time employees will have pro rata entitlements.

- (i) For the first year of employment, a maximum of eight days' leave is available if required for genuine illness or injury.
- (ii) For subsequent years, a maximum of fifteen days' leave is available if required for genuine illness or injury.
- (iii) Employees who commenced prior to 1996 are to have sick leave accruals as at 1996 recognised and recorded on personal files.

(g) Extended Sick Leave for Long Term Illness or Injury

- (i) After the maximum normal sick leave entitlement has been exhausted, in any one year a further period of up to three months shall be provided in circumstances of long term illness or injury, subject to full medical certification.
- (ii) An extension for a further period of three months will also be provided subject to full medical certification, and following all outstanding annual leave being exhausted.

(h) Rates of Pay

- (i) Sick leave is paid on ordinary pay, except for those employees on annualised average earnings where the rate shall be the average rate of pay.
- (ii) Sick leave on Saturdays and Sundays shall only be payable for those employees on annualised average earnings.
- (iii) Sick leave does not accumulate from year to year and is not paid out on termination of employment.

(i) Sick Leave Bonus (excluding casuals)

Employees who do not take sick leave are to be paid a bonus as follows:-

- (i) A \$500 bonus is to be paid out to employees who have not taken any sick leave in a twelve month period.
- (ii) Employees who have taken between 1 and 4 days sick leave in a twelve month period will be paid a bonus as follows:

Number of days taken	Bonus Payout
1	\$400
2	\$300
3	\$200
4	\$100

- (iii) For the purposes of this subclause, sick leave does not include carer's leave.
- (iv) For the purposes of this subclause, the twelve-month period will commence from the date of approval of this Agreement and will be paid on the first pay period on or after 1 December each year.
- (v) The sick leave bonus will be reviewed by the Consultative Group six months from the expiry of this Agreement to determine the effectiveness of the sick leave bonus in controlling absenteeism, particularly patterned absenteeism, as opposed to genuine illness. In particular, the effectiveness of excluding carer's leave from the calculation for the bonus shall be reviewed.

34. Carer's Leave and Bereavement Leave

(a) Eligibility

- (i) The provisions of this clause apply to full-time and part-time employees, but do not apply to casual employees.
- (ii) The entitlement to use sick leave for the purposes of carer's leave and the entitlement to bereavement leave is subject to the person being either a member of the employee's immediate family; or a member of the employee's household.
- (iii) The term immediate family includes spouse, former spouse, de facto partner (including same sex partner), former de facto partner, son, daughter, adopted child, stepchild, foster child, parent, foster parent, legal guardian, grandparent, grandchild, sibling, stepbrother, stepsister of the employee of the employee.
- (iv) The term household includes anyone living permanently with the employee on a bona fide domestic basis whom, while not part of the employee's immediate family, is dependent upon the employee for care and support.

(b) Carer's Leave

- (i) An employee is entitled to use up to five days sick leave each year as carer's leave.
- (ii) Carer's leave is available to an employee when they are absent for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support.
- (iii) Availability of carer's leave shall be subject to the sick leave rules on medical certificates and notification, as set out in clauses 33(c) and 33(d). The medical certificate must state the condition of the person concerned and that this condition requires the employee's care and support.

- (iv) Wherever practicable, the employee must advise the company of the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.
 - (v) An employee may take unpaid carer's leave by agreement with the Company.
- (c) Bereavement Leave
- (i) An employee is entitled to up to 3 days as paid bereavement leave on each occasion of bereavement.
 - (ii) In addition, an employee will be allowed unpaid bereavement leave of up to 4 days if the funeral is outside NSW, and up to an additional 27 days' unpaid bereavement leave if the funeral is outside Australia.
 - (iii) Further unpaid bereavement leave may be taken with the agreement of the Company.

35 Parental Leave

Parental leave shall apply in accordance with Part 4 of the Act.

36. Accident Make Up Pay

- (a) For the purposes of this clause the relevant workers compensation legislation means the *Workers Compensation Act 1987* (NSW) ("Workers Compensation Act").
- (b) Each employee on being absent from work due to an injury shall be entitled to accident pay being a weekly payment of an amount representing the difference between the total weekly amount payable under the Workers Compensation Act and the "ordinary pay" of the employee, provided that:
 - (i) The injury is accepted and covered under the *Workers Compensation Act*.
 - (ii) Accident pay shall not apply in respect of the first ten normal working days of incapacity.
 - (iii) Accident pay entitlement shall commence only after the first three weeks of employment with the Company.
 - (iv) The maximum period or aggregate of periods of accident pay to be made by the Company shall be a total of 52 weeks for any one injury, provided that:
 - (a) Following the first ten days mentioned above, accident make up pay shall not exceed 5% of the ordinary weekly rate for the next 24 weeks.
 - (b) Following the 24 weeks mentioned above, accident make up pay shall not exceed 35% of the ordinary weekly rate for the next 26 weeks.
 - (v) Where an employee receives a weekly payment and such payment is reduced pursuant to the Workers Compensation Act, or because of the application of notional earnings, such reduction will not increase the liability of the Company to increase the amount of accident make up pay in respect of that injury beyond the amounts specified above.
 - (vi) In the event that the employee receives a lump sum or redemption of weekly payments under the Workers Compensation Act, the liability of the Company to pay accident make up pay shall cease from the date of such redemption.

37. Jury Service Leave

- (a) An employee other than a casual who is required to attend for jury service during his or her ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of wage the employee would have received in respect of the ordinary time which would have been worked had the employee not been on jury service.
- (b) The employee shall notify the Company as soon as possible of the date upon which he or she is required to attend for jury service. The employee shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such attendance.

38. Long Service Leave

Employees are entitled to long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW), as amended.

39. Blood Donors

- (a) An employee other than a Casual employee who is absent during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay up to a maximum of two hours on each occasion and subject to a maximum of four separate absences for the purpose of donating blood each calendar year.
- (b) An employee who wishes to donate blood shall arrange to be absent on a day and at a time suitable to the Company and shall furnish to the Company satisfactory proof of attendance at a recognised place for the purpose of donating blood and the duration of such attendance.

Such employee shall notify the Company as soon as possible of the time and date upon which he or she seeks to be absent for the purpose of donating blood.

40. Union Training

- (a) For the purposes of improving employee relations accredited shop stewards shall be allowed to attend Union training courses conducted by the Union to be paid at average weekly pay.
- (b) Each shop steward shall be entitled to a maximum of five days leave per year, with the agreement of the Company. Such leave shall not be unreasonably withheld and shall not be cumulative from year to year.
- (c) The Company shall, at least one month prior to the date of the commencement of the course, be given written notice by the Union Secretary of the nomination of the employee, dates of commencement and conclusion of the course and a general course description.
- (d) If a Shop Steward to whom leave has been granted for the purpose of attending a course does not attend the course in whole or in part, the Union shall immediately advise the Company of this and the Shop Steward shall not be paid for such leave.

41. Introduction of Change

- (a)
 - (i) Where the Company has made a definite decision to introduce major changes in production, program, organisation, or structure that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and the Union.
 - (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Company's work-force or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of

work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

(b)

- (i) The Company shall discuss with the employees affected and the Union, inter alia, the introduction of the changes referred to in subclause (a) hereof, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (ii) The discussions shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause (a) hereof.
- (iii) For the purpose of such discussion, the Company shall provide in writing to the employees concerned and the Union, all relevant information about the changes including the nature of the change proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential information the disclosure of which would be inimical to the Company's interests.

42. Training, Skill Development and Career Opportunities

- (a) To achieve our Company vision we will need all employees (management and workforce alike) to be flexible, receptive to change, multi-skilled, bottom line focussed, safety orientated and team-oriented.

This will involve all employees and the Union working together to create a highly skilled, productive and effective organisation which provides good returns for shareholders, good products and service to customers and is a great place for everyone to work.

The Company, Union and employees commit to:

- (i) Working in a safe manner and abiding by the Company's Safety policies and procedures
- (ii) Developing a more highly skilled and flexible workforce;
- (iii) Providing employees with career opportunities through appropriate learning to acquire and use skills.
- (iv) Providing full induction training to all employees including an induction booklet specifically tailored to the Wagga Wagga site, with Union consultation. This shall be completed within 3 months of approval of this Agreement. A Union membership form will be included in the induction booklet.

Skill development, competency based development and assessment are an integral part of the philosophy of the parties to this Agreement. In this regard, the Company's objective is to implement site specific competency based development and assessment aligned to endorsed National Competency Standards for the Bread and Baking Industry. Goodman Fielder Baking Australia as a Registered Training Organisation will ensure the quality and integrity of this process.

- (b) Employees shall willingly participate in necessary competency development to enable them to perform agreed multi-skilled activities. This shall include but not be limited to:

Employees willingly participating in necessary training in operations of all manufacturing plants.

Training in Basic Equipment Maintenance.

- (c) Employees, at the discretion of the Company, and with agreement of the employee, may be trained in equipment maintenance (including vehicle maintenance, building maintenance, painting and equipment lubrication) and production and plant operation. Once adequately trained and assessed to perform these duties, the employee shall perform them as directed by the Company. For clerical/administrative employees, this subclause shall only apply insofar as equipment used in the administration area.
- (d) Where duties require trade or regulatory requirements, all training shall meet the relevant trade and regulatory requirements.
- (e) During the life of this Enterprise Agreement, consultation will occur on applying National Competency standards to the relevant structured training.
- (f) Following satisfactory completion of the required training and gaining appropriate certification, an additional payment may be made to the level appropriate for the additional skills exercised.
- (g) Participation will be available in ongoing education programs including numeracy and literacy to enable employees to participate in and to understand the business and identify continuous improvement opportunities to support the business.
- (h) Employees shall participate in a process of job analysis, skill audit, job re-design (as appropriate) and the development of accredited competency based training units. This shall be progressively implemented.
- (i) Employees accept the need to acquire and use appropriate skills and/or qualifications to progress in the skill based classification structure.
- (j) Training plans and programs shall continue to be developed consistent with:
 - (i) the Legislative requirements associated with -
 - Occupational Health and Safety
 - Food Safety Regulations
 - HACCP programs
 - GMP programs
 - Equal Employment Opportunity
 - Environmental Management.
 - (ii) the current future skill needs of the Company.
 - (iii) the size, structure and operational needs of the Company.
 - (iv) the need to sustain continuous improvement programs, within the business.

43. Classifications

- (a) Classification Definitions

The classification structure and definitions as set out in this clause may be altered by agreement of both parties, during the life of this Agreement.
- (b) Determination of Classification
 - (i) The Company shall determine the number of employees, if any, required for each classification and the appropriate classification for each employee.

- (ii) Employees may be required to perform duties and exercise skills, which are not confined to any one classification and/or department.
 - (iii) An employee shall be eligible for reclassification when the Company is satisfied that the employee has the skills and can perform all the duties required by the new classification, in accordance with the promotional criteria described in the Classification Definitions of this clause. Reclassification shall be on the basis of National Competency Standards.
 - (iv) In the event of a dispute between the Company and an employee about the employee's classification the matter shall be settled in accordance with the dispute settling procedure in clause 27(a).
- (c) New Positions and Classification Structure
- (i) Vacant positions within Wagga Wagga covered by the classification structure in this Agreement shall be advertised internally in the first instance.
 - (ii) The classification definitions determine the points of entry for all employees, covered by this Agreement.
 - (iii) Employees may be temporarily classified pending final determination of their appropriate classification.
 - (iv) All casuals, including Agency 'temps', shall be classified at the appropriate level, according to the skills and competencies possessed by the person, provided that those skills and competencies are specifically required in the position that the person is temporarily occupying.

EMPLOYEE LEVEL 1A:

PREREQUISITES

Demonstrate numeracy skills and literacy and/or communication skills adequate to meet company requirements.

POINT OF ENTRY

New employee, who will not be utilising a trade qualification, excluding clerical/ administrative.

SKILLS/DUTIES

An employee in the first 3 (three) months of duty shall undertake an induction programme and training for any task associated with the operation of the Depot. This may involve training in more than one specific area depending on job requirements.

PROMOTIONAL CRITERIA

An employee remains at this probationary level for the first three months only. If deemed suitable at the conclusion of probation, the employee will be re-classified. If not deemed suitable, the employee will be terminated.

EMPLOYEE LEVEL 1B:

POINT OF ENTRY

Satisfactory completion of induction programme and training as required by the Company.

DEFINITION

An employee at this level performs duties associated with bakery operations, under supervision and requiring all competencies to AQF Level 1 as a minimum.

SKILLS/DUTIES

Undertakes duties in a safe and responsible manner.

Exercise minimum skills.

Responsibility for the quality of their own work within the scope of this level.

Performs duties in accordance with Standard Operating Procedures and instructions.

Indicative of the tasks which an employee at this Level may perform are the following:

INDICATIVE TASKS

1. General Cleaning
2. Crate/basket stacking
3. Packing or sorting
4. Driver's jockey
5. Crate/basket collector
6. Manual conveyor load and unload

PROMOTIONAL CRITERIA

Promotion will depend upon:

Demonstrated competency at this level.

Availability of an appropriate position.

Successful outcome from the competitive selection process.

Completion of training appropriate to the relevant higher level.

EMPLOYEE LEVEL 2:

POINT OF ENTRY

Employee Level 1B or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee at this level operates a process as part of a team under supervision and requiring all competencies to AQF Level 2 as a minimum.

SKILLS/DUTIES

Responsible for the quality of his/her own work.

Work in a team environment.

Undertake duties in a safe and responsible manner.

Operation of all appropriate materials handling equipment.

Perform duties in accordance with Standard Operating Procedures and instructions.

Indicative of the tasks which an employee at this level will be able to perform include the following:

INDICATIVE TASKS

1. Salesman/Driver tasks, including delivery of bakery products in a vehicle having a GVM of eight tonnes or under. This requires a minimum of a "Light Rigid" National Licence. Light Rigid Category - Any rigid vehicle, including truck or bus, greater than 4.5 tonnes GVM but equal to or less than 8 tonnes GVM.
2. Loading (bulk and load). Load preparation and loading.
3. Primary operation and care of all appropriate materials handling equipment.

PROMOTIONAL CRITERIA

Demonstrated competency at this level.

Availability of an appropriate position.

Progression to Level 3 based on successful completion of the 1st year of approved Bakers (Adult) training.

Successful outcome from the competitive selection process.

Completion of training appropriate to the relevant higher level.

EMPLOYEE LEVEL 3

POINT OF ENTRY

Employee Level 2; or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

Entry point for Clerical / Administrative

DEFINITION

An employee at this level operates a system as part of a team under supervision and requiring all competencies to AQF Level 2 as a minimum, together with progression toward achievement of competencies at AQF Level 3.

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 3

Perform duties in accordance with Standard Operating procedures and instructions.

Capable of performing basic maintenance work.

Responsible for quality of his/her own work.

Indicative of the tasks which an employee at this level may perform are the following:

1. Salesman/Driver tasks including delivery of bakery products in a vehicle having a GVM of eight tonnes and up to 13,900 kgs. This requires a "Medium Rigid" National Licence. Medium Rigid Category - Any 2 axle rigid vehicle, including truck and bus, greater than 8 tonnes GVM.
2. Licensed forklift driver (Must be required to operate a forklift more than twenty hours per week).

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 3 - CLERICAL/ADMINISTRATIVE

Use and operation of all relevant office equipment. (i.e.: fax, photocopier, printer, telephone system)

Basic data entry

General office duties (filing, sorting, mail)

PROMOTIONAL CRITERIA

Completion of training appropriate to the relevant higher level.

Demonstrated competency at this level.

Availability of an appropriate position.

Successful outcome from the competitive selection process.

Progression to Level 4 based on successful completion of the Bakers (Adult) training. (Not for Clerical/Administrative employees)

EMPLOYEE LEVEL 3A:

POINT OF ENTRY

Employee Level 3 Clerical/Administrative

Employees will perform a range of clerical and office tasks.

DEFINITION

Employees are responsible and accountable for their own work, which is performed within established routines, methods and procedures. Supervision is routine.

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 3A - CLERICAL/ADMINISTRATIVE

Data entry using knowledge of keyboard and function keys to enter and retrieve data through computer system.

Receptionist - first point of contact for visitors.

Telephonist - handling incoming and outgoing calls.

Cashier - receipting and balancing of cash and cheques and preparation of banking for deposit.

PROMOTIONAL CRITERIA

Completion of training appropriate to the relevant higher level.

Demonstrated competency at this level.

Availability of an appropriate position.

Successful outcome from the competitive selection process.

EMPLOYEE LEVEL 4:

POINT OF ENTRY

Employee Level 3; or

Employee Level 3A for Clerical/Administrative; or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee at this level operates a system as part of a team under supervision. Requires all competencies at AQF Level 3.

SKILLS/DUTIES - INDICATIVE TASKS

Able to co-ordinate work in a team environment.

Possess sound interpersonal and communication skills.

Responsible for quality control standards.

Has sound working knowledge of all bakery duties performed at all levels below this level, exercises discretion within the scope of the level.

Is in charge of a team of employees as designated by the Company.

Provide direction and guidance to other employees including the ability to assist in the provision of on-the-job training and induction.

Exercises discretion within the scope of this level.

Perform duties in accordance with Standard Operating Procedures and instructions.

Indicative of the tasks which an employee at this level may perform are the following:

1. Salesman/Driver task, including delivery of bakery products in a vehicle having an unladen weight of over 13,900 kgs. This requires either a "Medium Rigid" National Licence or a "Heavy Combination" National Licence.
Medium Rigid Category - Any 2 axle rigid vehicle, including truck and bus, greater than 8 tonnes GVM.
Heavy Combination Category - Prime Mover/Single Semi, or HR plus trailer greater than 9 tonnes GVM.
2. Round Relief Van Salesperson.
3. Bread Room Leading Hand.

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 4 - CLERICAL/ADMINISTRATIVE

Customer Support functions - service customer accounts, order taking, invoicing, customer and consumer queries.

Accounts Receivable/Payable functions - reconcile debtors and creditors' accounts; respond to account queries; follow up unpaid accounts by telephone.

Book keeping functions - maintain financial records, journals.

Computer Operations - using spreadsheets / word processors / database applications.

PROMOTIONAL CRITERIA

Promotion will depend upon:

Demonstrated competency at this level.

Completion of training appropriate to the relevant higher level as determined by the Company.

Availability of an appropriate position.

Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 5:

POINT OF ENTRY

Employee Level 4; or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this level undertakes a specialist technical and/or leadership role involving specific responsibility and accountability to the business. Required competencies at not less than AQF Level 3. They may be required to train other employees in the skills of their own grade and below by means of personal instruction and demonstration.

SKILLS/DUTIES - INDICATIVE TASKS

Responsible for quality control standards

Sound working knowledge of all bakery duties performed at all levels below this level and exercises discretion within the scope of the level.

In charge of a team of employees as designated by the Company.

Provides direction and guidance to other employees, including the ability to assist in the provision of on-the-job training and induction.

Possess advanced level of interpersonal and communication skills.

Exercises discretion within the scope of this level.

Applies proven and demonstrated skills usually in a technical/craft area.

Perform duties in accordance with Standard Operating Procedures and instructions.

Assist with preparation of procedures and instructions.

Indicative of the tasks which an employee at this Level may perform are the following:

1. Breadroom line Supervisor.
2. Distribution Supervisor.
3. Holiday relief driver

SKILLS/DUTIES - INDICATIVE TASKS - LEVEL 5 - CLERICAL/ADMINISTRATIVE

Customer Support Functions - Sole Office Responsibility - provide all office functions at a sales centre where you are the sole admin employee.

Intermediate Computer Operations - perform backup / restore functions, create or modify databases / spreadsheet models. Daily and Weekly system processing requirements.

Supervision - allocate work tasks to individuals on the same grade level or below, check work progress and correct errors.

PROMOTIONAL CRITERIA

Promotion will depend upon:

Demonstrated competency at this level.

Completion of training appropriate to the relevant higher level as determined by the Company.

Availability of an appropriate position.

Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 6:

POINT OF ENTRY

Employee Level 5; or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this level undertakes a more specialist function involving responsibility and accountability to the enterprise including leadership, employee development and promotion of relevant statutory requirements, associated with Occupational Health and Safety, Good Manufacturing Practice, Food Safety (eg HACCP) and Equal Employment Opportunity and/or specialist technical skills. The position requires competencies to AQF Level 3 together with a progression toward achievement of competencies at AQF Level 4.

SKILLS/DUTIES - INDICATIVE TASKS

In charge of a team.

Performs duties in accordance with Standard Operating Procedures and Instructions.

Responsible for development of Standard Operating Procedures.

Responsible for Quality Control Standards.

Sound working knowledge of all bakery duties performed at this and all lower levels.

Team development to attain set objectives.

Provides direction and guidance to other employees including training and induction.

Has excellent interpersonal and communication skills.

Implements specialist technical improvements and control functions.

Indicative of the tasks which an employee at this level may perform are the following:

1. Department/group supervisor (distribution).
2. Leading Hand

PROMOTIONAL CRITERIA

Promotion will depend upon:

Demonstrated competency at this level.

Completion of training appropriate to the relevant higher level as determined by the Company.

Availability of an appropriate position.

Successful outcome of the competitive selection process.

EMPLOYEE LEVEL 7:

POINT OF ENTRY

Employee Level 6; or

Employees at another level who have proven and demonstrated skills including Industry Certification or equivalent to the standard required at this level.

DEFINITION

An employee appointed to this grade undertakes a highly specialist function involving responsibility and accountability to the enterprise including leadership, employee development and promotion of relevant statutory requirements, associated with Occupational Health and Safety, Good Manufacturing Practice, Food Safety (eg HACCP) and Equal Employment Opportunity. Additionally the level requires a demonstrated knowledge of business measurements and independent development and achievement of business goals. The position requires all competencies to AQF Level 4.

SKILLS/DUTIES - INDICATIVE TASKS

Performs duties in accordance with Standard Operating Procedures and Instructions.

Development and implementation of Standard Operating Instruction.

Responsible for Quality Control Standards.

Sound working knowledge of all bakery duties performed at this and all lower levels.

Team creation and development to attain agreed objectives.

Provides direction and guidance to other employees including development and implementation of training and induction programmes.

Has excellent interpersonal and communication skills.

44. Anti-Discrimination

- (1) It is the intention of the parties to seek to achieve the object in section 3 (f) of the *Industrial Relations Act* 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age or responsibilities as a carer.
- (2) It follows that in fulfilling their obligations under the dispute resolution procedure set out in this agreement the parties have obligations to take all necessary steps to ensure that the operation of the provisions of this agreement are not directly or indirectly discriminatory in their effect.
- (3) Under the *Anti-Discrimination Act* 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint or unlawful discrimination or harassment.
- (4) Nothing in this clause is to be taken to affect:-
 - (a) any conduct or act which is specifically exempted from anti-discrimination legislation
 - (b) offering or providing junior rates of pay to persons under 21 years of age
 - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act* 1977
 - (d) a party to this agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction
- (5) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

45. Redundancy

A. The following redundancy provisions apply to permanent employees.

(a) Consultation

Once the Company has made a final commitment to a course of action which may lead to an employee's job becoming redundant, the Company will hold discussions with the employee concerned and her/his Union. Such discussions are to take place as soon as is practical after a definite decision has been made. The timetable for discussions may be influenced by factors such as the need for confidentiality.

(b) Expression of Interest in Voluntary Redundancy

The Company, wherever practicable, will call for expressions of interest in voluntary redundancy prior to finalising any redundancy.

The Company, however, reserves its rights not to accept voluntary redundancy, but all expressions of interest will be carefully considered before any final decision is made.

(c) Period of Notice

- (i) An employee whose position is about to become redundant and who has not been placed in another position shall be entitled to 6 weeks notice of termination.

In the instance of total site or factory closure an additional 3 weeks notice will be provided.

(ii) An employee who is over 45 years of age at the time of being giving notice and who has not less than 2 years' current continuous service shall be entitled to an additional 1 weeks notice.

(iii) Payment in lieu of notice may be made in full or in part at the discretion of the Company.

(d) Severance Pay

In addition to the prescribed notice of termination referred to above, an employee is entitled to the following amount of severance pay upon termination resulting from their position becoming redundant.

For each year of completed continuous service, an employee shall receive 4 weeks ordinary pay to a maximum of 64 weeks.

The minimum severance pay shall be 8 weeks ordinary pay.

Casual service shall not be counted as part of completed continuous service.

Ordinary pay means the Enterprise Agreement weekly pay including any over award payment excluding shift allowances, bonuses, loadings, overtime, allowances or any other penalty payments.

(e) Long Service Leave

Long Service Leave shall be paid on a pro-rata basis for all employees who have completed 5 years or more continuous service at ordinary rates of pay.

(f) Time Off During Notice Period

An employee is entitled to up to one day's time off each week during the period of notice of termination without loss of pay for the purpose of seeking alternative employment.

(g) An Employee Leaving During Notice Period

An employee who has been given notice of a termination due to a redundancy and who, as a result of her/his own action, has found suitable alternative employment prior to the expiration of the notice period would still be entitled to severance pay benefits but not to any payment in lieu of notice.

(h) Notice to Centrelink

Where a definite decision has been made to terminate 15 or more employees due to redundancy, the Company will notify Centrelink in writing before the retrenchments occur. The Company will advise Centrelink in writing of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(i) Transfer to Lower Paid Duties

As an alternative to redundancy, the Company has the right to transfer an employee to lower paid duties, however, the employee so affected will have their rate of pay maintained as prior to the transfer, until such time as the rate for the lower paid duties exceeds the affected employee's rate via wage absorption or until a period of twelve months elapses, whichever occurs the sooner.

(j) Resignation or Retirement

Any employee who has notified the Company, prior to the date of notification of intended redundancies, of his or her intention to resign or retire shall not be eligible for any retrenchment benefits.

(k) Transfer to a Different Geographical Site

An employee who is transferred to a similar position, as an alternative to redundancy, at a significantly different geographical site shall receive the following payment upon completion of the nominated length of continuous service at the new site.

Weeks of completed continuous service	Payment (\$)
13	500.00
26 (additional 13 weeks)	500.00
52 (additional 26 weeks)	500.00

B. EXEMPTIONS

- (a) Employees employed for a specific period of time or engaged to perform a specific task or tasks.
- (b) The Company finds alternative employment for the employee.
- (c) An employee who is transferred to a similar position at a different geographical site.
- (d) Casual employees.

46. Negotiation of New Agreement

The Union and the Company agree to commence negotiations no later than three months prior to the expiry of this Agreement, for a new agreement.

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of Quality
Bakers Australia Limited and;
its subsidiaries this day of 2003
in the presence of:

Witness

SIGNED for and on behalf of the
Australian Liquor, Hospitality and
Miscellaneous Workers Union this
day of 2003 in the presence of:

Witness