

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/39

TITLE: George Weston Foods Limited, Biscuit & Cake Division New South Wales Enterprise Agreement 2000 - 2002

I.R.C. NO: 2002/174

DATE APPROVED/COMMENCEMENT: 14 February 2002

TERM: 21 November 2002

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA99/61

GAZETTAL REFERENCE: 28 March 2002

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees engaged within the manufacturing facility of the Company, in the occupations associated with production, packaging, maintenance, stores and warehousing.

PARTIES: George Weston Foods Limited - Biscuit & Cake Division -&- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch



FILED

11 JAN 2002

OFFICE OF THE INDUSTRIAL
REGISTRAR

George Weston Foods

Biscuit & Cake Division
Camperdown - NSW

Enterprise Agreement 2000 - 2002

Registered
Enterprise Agreement
Industrial Registrar

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Part 1: FORMALITIES

1.1 Title

This agreement shall be known as the George Weston Foods Limited, Biscuit & Cake Division New South Wales Enterprise Agreement 2000 - 2002

1.2 Parties

This agreement is made between;

- i) George Weston Foods, Biscuit & Cake Division New South Wales ("The Company")
- ii) All employees of the Company employed under the;
 - a) The Biscuit & Cake Makers (State) Award (NSW)
 - b) Storeman & Packers General (State) Award (NSW)
 - c) Metal and Engineering Industry (State) Award (NSW)
("The Employees")
- iii) National Union of Workers NSW Branch
Australian Manufacturing Workers Union
Electrical Trades Union - NSW Branch
("The Unions")

1.3 Coverage

This agreement covers employees working at the George Weston Food, Biscuit & Cake Division New South Wales located at 4-32 Lyons Road, Camperdown, within the manufacturing facility, in the occupations associated with production, maintenance, packaging, stores and warehousing.

1.4 Terms of Agreement

The parties declare that this agreement has been reached without any duress, and is not unfair, harsh, or unconscionable nor is contrary to public interest, and is in the interest of all parties bound.

1.5 Not to be used as a precedent

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

1.6 Relationship to Parent Awards, Previous Agreements and current Work Practices

This agreement shall be read in conjunction with the Camperdown Enterprise Agreement 1998 - 2000 and the Awards mentioned in clause 1.2.ii hereof and in case of any inconsistency between the former, this agreement shall have application to the extent of the inconsistency.

Also this agreement shall have application in substituting any existing work practices, where there is any inconsistency.



1.7 No Extra Claims

It is a term of this agreement that all parties bound will not lodge any extra claims for the duration of this agreement, excluding matters directly related to the ceiling imposed on proposed redundancy payments in the event of a permanent factory closure or forced redundancy.

1.8 Duration

This agreement shall commence from the 21st November 2000 and remain in-force until the 21st November 2002. Re-negotiations shall commence 3 months prior to expiration of this agreement.

Part 2: AGREEMENT OBJECTIVES

2.1 Aims and Objectives of the Agreement

It is the aim of George Weston Foods Limited, Biscuit and Cake Division Camperdown to become a highly competitive, flexible, and successful producer and supplier of quality baked products.

This aim can only be achieved through the participation and co-operation of a flexible workforce, responsive to customer requirements and consumer demands, with the capacity to contribute to the everyday decision making process through the formation of team based processes.

Through the implementation of the various clauses of this agreement, all employees of George Weston Foods Limited, Biscuit and Cake Division New South Wales Camperdown are committed to achieving significant, sustainable and continuous improvements in all areas of the operation. Through implementation of this, it is expected that improvements in efficiency and performance will also lead to improved employment security, career opportunities, skill enhancement and remuneration.

Our mission requires that our principal focus is on customers and their needs and our business performance will be judged by our performance in the market place. It is recognised, that it is our consumer and trade directed activities and achievements that are the key to our success.

George Weston Foods Limited Biscuit & Cake Division Camperdown is committed to the consultative process and will continue with the Site Consultative Committee(SCC) to assist in communicating and running the business.

2.2 Key Performance Indicators (KPI's)

We recognise that the future of the Biscuit & Cake Division at Camperdown relies on the Company being competitive. To improve our performance it is necessary to develop, understand, monitor and improve Key Performance Indicators for our business.

It is critical that performance indicators that can be affected by employees and management are developed through the consultative process, so that everyone has a commitment to their achievement. Examples of Key Performance Indicators are as follows:

- (a) Product scrap reduction
- (b) Lost time injuries



- (c) Consumer complaints
- (d) Cost per kilo
- (e) Absenteeism

In addition to the introduction of key performance indicators, and in consideration of the wage increases provided in Clause 6.1 & 6.2, the Company will pursue the following changes in work practices.

- 1) Greater flexibility with RDO's (see clause 3.4)
- 2) Employees are expected to be on the line ready to start work at the required time. (see clause 3.3)
- 3) Changes in manning levels having regard to OH&S issues and skill levels of Employees, in consultation.
- 4) Change in the pay week (see Clause 6.3b)

and any other specific issues which will be discussed by the Consultative Committee.

Part 3: WORKING ARRANGEMENTS

3.1 Shifts

- i) "*Day Shift*" means any shift commencing on or after 6:00am and concluding at or before 6:00pm
- ii) "*Afternoon Shift*" means any shift commencing on or after 12:00 pm and concluding at or before 12:00am
- iii) "*Night Shift*" means any shift commencing on or after 10:00pm and concluding at or before 6:00am

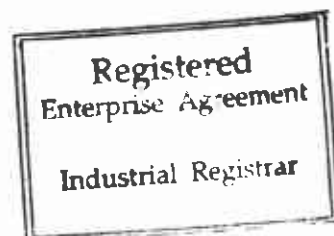
3.2 Shift Loading

- i) Employees required to work the Afternoon shift will be paid an additional 15% loading for the period worked.
- ii) Employees required to work the Night shift will be paid an additional 30% loading for the period worked.
- (iii) Day shift employees hired prior to 1990 will receive a 10% shift loading.

3.3 Hours of Work

It is agreed that the ordinary hours of work will not exceed an average of 38 per week, between 6:00am and 6:00pm on any day or 8 ordinary hours on any day Monday to Friday.

In order for production efficiencies to be achieved, punctuality is critical. Employees are required to clock on and be ready to start work at the correct time. If employees are consistently late, they will be counselled in accordance with the Disciplinary Procedure (see Clause 7.1)



3.4 RDO System

It is agreed between the parties that there should be greater flexibility in the taking of RDO's. Following mutual agreement with the relevant employees, the Company will arrange to have employees take their RDO either as a factory closure, as is currently the case, in conjunction with the weekend or a public holiday, or as individual days.

3.5 Terms of Engagement

Employees shall be engaged on a full-time, part-time, or casual basis.

- i) *"Full-Time Employee"* will be employed and paid on a weekly basis.
- ii) *"Part-Time Employee"* is an employee who works not less than 16 hours to a maximum of 32 hours per week on a permanent basis, except as agreed to meet individual needs.
- iii) *"Casual/Contract Employee"* is an employee engaged by the hour on a day-to-day basis, who will not work less than four (4) hours and no more than twelve (12) on each engagement, also casuals shall not be entitled to paid leave of absence and will be paid a casual loading in accordance with the relevant award. *(The NSW Annual -Holidays Act provides an additional one twelfth of ordinary time earnings in lieu of annual leave).*

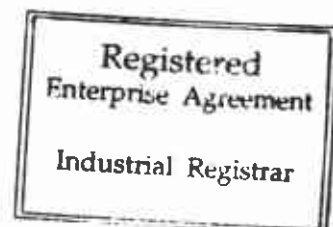
The level of casual employees shall not exceed 20% of the total number of full time employees.

3.6 Probationary Period of Employment

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

The employee shall receive adequate training and counseling and be given reasonable opportunity to rectify any incidences of unacceptable performance or behaviour other than serious misconduct.

Provided that nothing in this Clause shall be construed as prohibiting the right of any Union party to this Agreement to pursue the reinstatement or other remedy in the case of any member being dismissed during the aforementioned probationary period.



3.7 Abandonment of Employment

Where an employee is absent from work for a period of five (5) consecutive working days without notification to the employer of illness or other reasonable explanation, the employee will be considered to have terminated their own employment from the point of absence from work. In such cases, the employer will only be liable to pay wages and other payments up to and including the last day of actual work.

In each instant, the employer shall take reasonable efforts in contacting the employee prior to termination. (i.e. after 2 or more days off without notification via mail and phone)

3.8 Casual Labour Induction and Training

To ensure the adequate induction and training of new Casual/Contract Labour into the workforce, it is agreed that designated full-time employees within the respective areas of the casual labour placement, will be relieved from their day-to-day duties for a period not to exceed two (2) consecutive days, to assist in the induction and training of the casual employees.

All designated trainers will be required to undertake a Train the Trainer courses, and will be paid a daily allowance of \$20.00 for each day undertaking training. Also all training is to be undertaken according to company standards.

3.9 Overtime

- i) The company will endeavour to distribute overtime in an equal and unbiased manner, by maintaining an overtime roster of all employees.
- ii) In this first instance on each occasion all overtime requirements will be offered to Full-Time employees prior to the allocation to the Casual or Part-Time Employees.

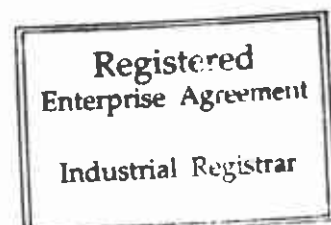
3.10 Shift Breaks

In accordance with the relevant awards.

Part 4: LEAVE REQUIREMENTS

4.1 Annual Leave

The company will endeavour to commence consultation concerning the scheduling of Annual leave by no later than May of each year. This may result in a different pattern of leave to that of previous years to maintain and satisfy sales and forecasting requirements.



4.2 Sick Leave

If an employee is absent on sick leave, they will require a medical certificate in the following circumstances:

- a) for sick leave absence of two or more consecutive days
- b) for absences upon the depletion of current year entitlement

Employees should notify their Area Co-ordinator of their absence as soon as practicable.

Part 5: CLASSIFICATION STRUCTURE

5.1 Levels of Skill and Remuneration

A new 6 level classification structure has been developed through the broadbanding of the existing award/current classifications. The new structure is intended to provide the maximum level of efficiency through multi-skilling as well as providing a clearly defined career path through skills enhancement training.

5.2 Multi-Skilling

Employees may be required to learn and use all or some of the skills contained in the skill levels and grades below their classification without loss of pay.

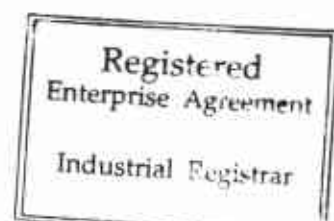
Where employees have skills above their current level/grade they may be required to use them without extra payment unless the employee works at a higher level for 4 hours in a day in which case the employee shall be paid at the higher rate for the day at the higher level.

5.3 Career Path

All training for advancing to the next classification level must first be approved by the appropriate Area Co-ordinator, Human Resources Manager and Plant Manager before training commences. The Company will determine the number of employees who require to be trained at each level.

If requested, after a 3 month training period, the Site Consultative Committee may nominate an assessor(s) to assess the competency levels required for the classification for which the employee is undertaking training.

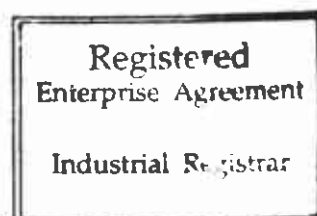
Once the training has been approved and an employee has acquired, is competent to use and uses the skills contained in a higher level, the employee will advance to the next classification level.



5.4 Classifications

The parties to this Agreement agree to examine any inconsistencies or anomalies that occur during the first 12 months following the transition from the old Award structure to the classification structure that follows.

Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 1 Entry Level	Basic literacy and numeracy At this level an employee: 1. Will be introduced to the Company 2. Complete the Induction Session 3. Complete the site induction program 4. Able to participate in development to Level 2	An employee at this level would be expected to perform all the tasks listed below: 1. Be able to follow instructions 2. Demonstrate manual handling skills 3. Able to follow standards and procedures 4. Ability to understand and complete induction as follows: - Site facilities - Product knowledge - Customer awareness - Basic understanding of OH&S and workers compensation procedures - Understanding of quality - Knowledge of evacuation and fire procedures - Knowledge of enterprise agreement And his/her associated responsibility - HACCP - Good Manufacturing Practice (GMP) 5. Cleaning as required
<p>Training required for this level:</p> <p>A Level 1 employee shall undertake induction training</p> <p>Anyone on Level 1 would be expected to achieve the necessary competencies to advance to Level 2 within 6 weeks (see Probationary Period Clause 3.6)</p>		



Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 2	<p>An employee at this level is required to have completed Level 1 training and have been assessed as competent at this level.</p> <p>At Level 2, an employee:</p> <ol style="list-style-type: none"> 1. Will have a moderate knowledge of the business and functions carried on in the workplace 2. Works under supervision either individually or part of a team. 3. Understands and undertakes simple quality assurance including the ability to recognise basic quality deviations and faults. 4. Assists in on the job training 5. Able to participate in development to Level 3 	<p>An employee at this level would be expected to perform all the tasks listed below:</p> <ol style="list-style-type: none"> 1. Use of measuring equipment required For quality control 2. How to operate any two of the following: <ul style="list-style-type: none"> - Hand Tools or biscuit grinding Equipment - Biscuit Stacker - Keep simple records and have basic Input data skills - Perform routine repetitive tasks - Perform general product handling/ And cleaning duties - Monitor product for quality and Consistency - Pack stack or load products for the purposes of transport - Wash trays, utensils and equipment - Pack biscuits into trays or automatic packaging machines/enrober magazines - Assist in mixing process 3. Work up to and including their skill level
<p>Training required for this level:</p> <p>A Level 2 employee should complete the following training:</p> <ul style="list-style-type: none"> • OH&S (basic) • Quality (HACCP Training) • Computer (basic keyboard skills) * Problem solving 		
<p>Advancement Criteria:</p> <p>An employee remains at this level until they have completed accredited training in Level 2 and are assessed as being capable of effectively performing the work at Level 3.</p>		



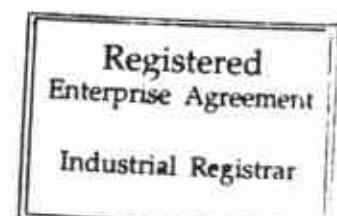
Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 3	<p>An employee at this level is required to have completed Level 2 accredited training and be assessed as competent at performing work above and beyond the skills of Level 2.</p> <p>At this level, an employee:</p> <ol style="list-style-type: none"> 1. Is responsible for the quality of their own work subject to general supervision. 2. Works under general supervision either individually or as part of a team. 3. Exercises discretion within own level of skills and training. 4. Operates flexibly between work stations and machines 5. May assist skilled trainers in provision of on the job training. 6. Able to participate in development of Level 4 	<p>An employee at this level would be expected to perform all the tasks listed below:</p> <ol style="list-style-type: none"> 1. Ability to interpret and follow plans And procedures. 2. To function in a team environment. 3. Ability to assess product according to obvious defects and to exercise quality control 4. Ability to record information relating to dimensions And type of product. 5. Ability to set up and operate any three of the following: <ul style="list-style-type: none"> - Automatic or semi-automatic Packaging equipment - Dough Mixer - Weigh up/count/measure ingredients - Forming Plant 6. Demonstrates problem solving skills 7. Has a working knowledge of product standards and quality standards. 8. Basic equipment and process fault - Correction. 9. Cleaning as required 10. Work up to and including their skill level
<p>Training required for this level:</p> <p>A Level 3 employee should complete the following training:</p> <ul style="list-style-type: none"> * First Aid * OH&S (Intermediate) * Quality (HACCP procedures and documentation) * Team Skills * Self management skills 		
<p>Advancement Criteria:</p> <p>An employee remains at this level until they have completed accredited training for Level 3 and is assessed as being capable of effectively performing the work at Level 4.</p>		

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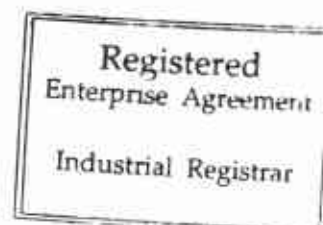
Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 4	<p>An employee at this level is required to have completed Level 3 accredited training and been assessed as competent at performing work above and beyond the skills of Level 3.</p> <p>At this level, an employee:</p> <ol style="list-style-type: none"> 1. Works from detailed instructions and procedures. 2. May assist skilled trainers in the provision of on the job training. 3. Works in a predominantly team environment or individually under general supervision 4. Is responsible for assessing the quality of work in own area. 5. Participates in training to enable progression to Level 4 	<p>An employee at this level would be expected to be competent in the following:</p> <ol style="list-style-type: none"> 1. Ability to set up and adjust machines to produce a specific product. 2. Ability to complete clerical tasks 3. Problem solving skills 4. Able to set up and monitor quality control equipment. 5. Set up and operate any two of the following: <ul style="list-style-type: none"> - Baking Oven - Fork Lift Truck - Chocolate Plant 6. Receive, despatch, distribute, warehouse, document and record goods, raw materials and components. 7. Cleaning as required 8. Work up to and including their skill level
<p>Training required for this level:</p> <p>A Level 4 employee should complete the following training:</p> <ul style="list-style-type: none"> * First Aid * Quality Testing * Team Leadership * Basic report writing * Manufacturing process and planning knowledge 		
<p>Advancement Criteria:</p> <p>An employee remains at this level until they have completed accredited training for Level 4 and is assessed as being capable of effectively performing the work at Level 5.</p>		



Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 5	<p>An employee at this level is required to have completed Level 4 accredited training and be assessed as competent at performing work above and beyond the skills of Level 5.</p> <p>At this level, an employee:</p> <ol style="list-style-type: none"> 1. Understands and applies quality control techniques 2. Exercises good interpersonal and communication skills 3. Understands the HACCP program and 4. Supervises and organises labour requirements in packaging area. 	<p>An employee at this level would be expected to be competent in all the following areas:</p> <ol style="list-style-type: none"> 1. Ability to make decisions regarding work procedures and implement in each area. 2. Ability to use judgement based on experience to optimise productivity in own work area. 3. Ability to supervise employees in training situation. 4. Detailed knowledge of site production process and products used. 5. Thorough knowledge of equipment/ machinery 6. Knowledge of OH&S techniques and legislation for work undertaken at this level. 7. EEO/Affirmative Action and Discrimination 8. Prepare individual development plans For employees 9. Cleaning as required 10. Work up to and including their skill level
<p>Training required for this level:</p> <p>A Level 5 employee should complete the following training:</p> <ul style="list-style-type: none"> * Supervision Skills * Training in rehabilitation and return to work procedures * Problem solving 		
<p>Advancement Criteria:</p>		



Role	Skills Criteria	Competency (to be successfully completed as a pre-requisite to moving to the next level)
Level 6	<p>An employee at this level is required to have completed the required training, and be assessed as competent.</p> <p>At this level, an employee:</p> <ol style="list-style-type: none"> 1. Understands and participates in setting quality standards. 2. Performs work under limited or nil supervision either individually or as a team member. 3. Is responsible for planning own work and the work of others and the quantity and quality of results. 4. Facilitates training as required. 5. Machine maintenance and record maintenance. 	<p>An employee at this level would be expected to be competent in the following areas:</p> <ol style="list-style-type: none"> 1. Machine setting, loading, cleaning, and operating more than one packaging machine. 2. Computer skills 3. Be able to evaluate, analyse, and recommend changes to work station problems and procedures. 4. Cleaning <ul style="list-style-type: none"> - Specific skills in cleaning equipment and surrounds
<p>Training required for this level:</p> <ul style="list-style-type: none"> - problem solving - computer skills 		



Part 6: WAGES

6.1 Effective November 21, 2000, Production employees covered by the Agreement Will be paid as detailed in Appendix 1.

Engineering employees covered by this Agreement will be paid as detailed in Appendix 2.

6.2 Wage rates will be increased by a further 4% effective 21 November, 2001.

6.3 Payment of Wages

- a) Wages shall be paid weekly by electronic funds transfer. Wages will be paid on the same day every week.
- b) During the first 12 months of the Agreement discussions will be held with the Consultative Committee with a view to changing the pay week to commence on Monday and finish on Sunday. This will be arranged to coincide with a Holiday period so that the impact will not be noticed.

Part 7: GRIEVANCE AND DISCIPLINARY PROCEDURE

7.1 Disciplinary Procedure

- i) Where the employer has concerns about the work performance or conduct of an employee, the employer will initiate counselling of the employee concerned to make them aware of the deficiencies in their performance or conduct and the standard of performance or conduct the employer requires the employee to meet.
- ii) At the commencement of counselling, the employer will make the employee aware of the nature of the counselling meeting and the specific areas of concern. Such counselling may or may not conclude with the employer giving the employee a verbal warning to improve performance or cease the conduct complained of.
- iii) Where the employer believes that an employee's work performance or conduct requires it, or continuing work performance or conduct following the above procedure, having been completed, has not improved, the employer may counsel or further counsel as the case may be and will give a written warning outlining the employer's concerns and reasons for coming to that conclusion.
- iv) Nothing in this procedure will restrict the employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.
- v) Nothing in this procedure will prevent the employer from repeating the above steps.



7.2 In relation to this procedure, the employer will ensure that -

- i) Where the employee has been counselled or wanted to improve work performance or conduct, a reasonable time will be given to enable the employee to comply.
- ii) The employee is given an opportunity to respond to any concern or allegation made.
- iii) In a process where the employee is likely to be given a verbal or written warning, the employee is to be informed of their right to be accompanied by their union or other personal representative.

7.3 Grievance Procedure

- i) in the event of an employee having a grievance, the employee in the first instance must take the matter up with their Supervisor providing the Supervisor with the opportunity to remedy the grievance.
- ii) if the decision given to the employee is not satisfactory to that person, he or she should advise the Supervisor of this fact.

A meeting can then be scheduled as quickly as possible between the Employee, the Supervisor, and the Area Co-ordinator, and the employee has the choice to bring their Union Delegate to this meeting.

- iii) If the matter remains unresolved, it shall be referred to the Union Delegate who will discuss the matter with the Plant Manager.
- iv) While the above procedures are being followed work shall continue normally in accordance with this agreement.
- v) At any stage of the Grievance Procedure, the Human Resources Manager will be available to provide advice on matters of Company Policy.
- vi) The parties shall at all times confer in good faith and without undue delay.
- vii) During the discussions "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.
- viii) If the matter remains unresolved at any time, either party shall have the right to submit to the NSW Industrial Commission.



Part 8: ANTI-DISCRIMINATION

8.1 Anti-Discrimination

- (i) It is the intention of the parties bound by this Award 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.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
 - (a) any conduct or act which is specifically exempted from Anti-discrimination Legislation;
 - (b) offer 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 award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES:

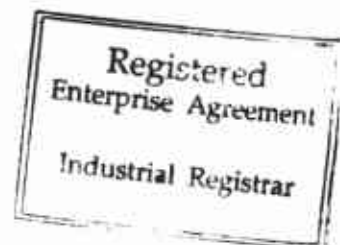
- (a) Employers and employees may also be subject to Commonwealth anti-discrimination Legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:

“Nothing in the Act affects. . . Any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”



9. Union Membership

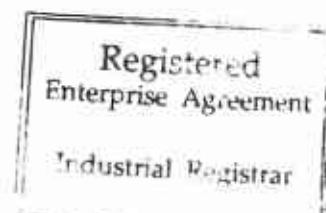
- (i) Consistent with the provisions of the Industrial Relations Act, 1996, the employer recognises and supports the rights of the employees covered by this agreement to:
 - (a) join the Union, and
 - (b) exercise all rights pertaining to their membership.
- (ii) The employer agrees to take all reasonable steps to assist and encourage employees to exercise these rights. In particular, new employees will be:
 - (a) Advised that the employer supports the Union presence in the workplace;
 - (b) Provided with a Union enrolment card and introduced to the Union workplace delegate upon commencing work.
- (iii) The Company shall, upon authorisation, deduct Union membership fees, as levied by the Union, in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to Members' accounts.



APPENDIX 1

Production Rates of Pay

<u>Level</u>	<u>Rate per hour Effective 21/11/2000</u>	<u>Rate per hour Effective 21/11/2001</u>
1	\$13.50	\$14.04
2	\$14.00	\$14.56
3	\$14.55	\$15.13
4	\$15.00	\$15.60
5	\$15.50	\$16.12
6	\$16.00	\$16.64



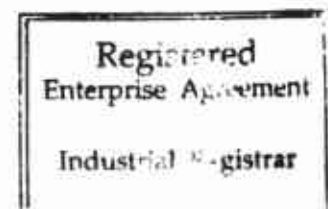
APPENDIX 2

Engineering Rates of Pay

4% increase for all classifications effective 21st November, 2000

Further 4% increase effective 21st November, 2001

The classification structure will be reviewed and implemented before 31st May, 2001, and finalised before 30th November, 2001



APPENDIX 3

**CURRENT REDUNDANCY
AGREEMENT DETAILS**

Registered
Enterprise Agreement
Industrial Registrar

CAMPERDOWN SITE REDUNDANCY AGREEMENT

In the event that bona fida redundancy occurs at Westons Camperdown, the following terms and conditions will apply.

1. ALTERNATIVE EMPLOYMENT

(a) Within Westons

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

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

- (i) If an employee is transferred to an alternative job in the Company, then a probationary period of 3 months will apply. On satisfactory completion of this period it will be deemed that the employee has transferred permanently to the new job and all rights to claim redundancy will cease.
- (ii) If an employee is transferred to a job that carries a lower rate of pay than his/her redundant job, the employee will maintain his/her current rate of pay until the rate for the new level/classification "catches up".

(b) Within George Weston Foods Limited

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

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

Registered Enterprise Agreement Industrial Registrar
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2. PERIOD OF NOTICE

Each individual employee will be given formal notice of the scheduled termination date.

The Company will endeavour to give a minimum notice of four (4) weeks of intended redundancies, and 12 months for a total closure.

If an employee leaves the Company for whatever reason before the scheduled date, he/she shall not be entitled to the redundancy benefits.

3. BENEFITS

Service Payments

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

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

Limitation of Benefits

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

Genuine Disadvantage

The Company will give consideration to any person who claims to be severely and genuinely disadvantaged as a result of the maximum total service related payment being restricted to 52 week's pay. This may be resolved by making an ex-gratia (additional) payment which will take into account the following factors:



- (i) skills level
- (ii) Age - up to 45 years
 - 45-55 years
 - 55 years plus
- (iii) Length of service
- (iv) Inability to be retrained
- (v) Employment prospects
- (vi) Economic situation at the time
- (vii) Gender

Any settlement will be on a "without prejudice" basis, and all details of the settlement will remain confidential to the parties directly involved.

4. TIME OFF TO ATTEND INTERVIEWS

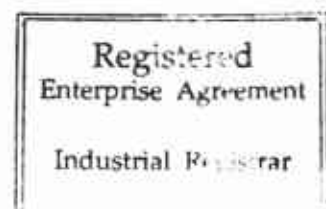
A maximum of 16 hours paid time off will be allowed for the purpose of attending job interviews during the notice period. Satisfactory proof of attendance must be produced in order to qualify for payment.

5. SKILLS RETENTION

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

6. FINANCIAL COUNSELLING

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



Signed for and on behalf of
Weston Biscuit & Cake Division (NSW)

Signed

Witness

28.09.01

Date

Signed for and on behalf of
National Union of Workers (NSW)

Signed

Witness

JOHN R. LORD, J.P.

4/10/01

Date

Signed for and on behalf of
Electrical Trades Union of Australia NSW Branch

Signed

Witness

22.10.01

Date

Signed for and on behalf of
The Australian Manufacturing Workers Union
~~Sydney Regional Office~~

Signed

Pat Johnson TP 8801170

Witness

30/11/2001

Date

