

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/164

TITLE: Sara Lee Bakery - Gosford Production Enterprise Agreement 1999

I.R.C. NO:

DATE APPROVED/COMMENCEMENT: 15 June 1999

TERM: 22 Months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 53

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees covered by the Biscuit & Cake Makers (State) Award and The Storemen & Packers general (State) Award engaged in production work at the Gosford site

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



INDUSTRIAL

JUL 1999

B

**SARA LEE BAKERY - GOSFORD
PRODUCTION ENTERPRISE AGREEMENT 1999**

Registered
Enterprise Agreement
Industrial Registrar

**SARA LEE BAKERY- GOSFORD PRODUCTION
ENTERPRISE AGREEMENT 1999
THE INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES**

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PART B - Monetary Rates

2. Title

This agreement shall be referred to as the Sara Lee Bakery - Gosford Production Enterprise Agreement 1999 herein after referred to as the "Agreement".

This Agreement is made between Sara Lee Bakery (Australia) Pty Limited and their employees at 161 Railway Crescent Lisarow and the National Union of Workers, New South Wales Branch.

3. Application

The content of this Agreement covers :

- A. Sara Lee Bakery (Australia) Pty Ltd at 161 Railway Crescent Lisarow **AND**
- B. All employees whether members of the National Union of Workers, New South Wales Branch or not engaged in any of the occupations, industries or callings specified in the parent awards listed in Clause 5 **AND**
- C. National Union of Workers, New South Wales Branch

4. Objectives of this Agreement :

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

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

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

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

Employees covered by this Agreement will have :

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

5. Resolution of Inconsistencies

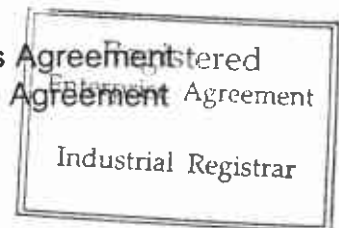
- i) This Agreement rescinds and replaces the Kitchens of Sara Lee - Gosford (Enterprise Bargaining) Award 1995 (288 IG 857), the Sara Lee Gosford Enterprise Agreement 1997 and shall be read and interpreted in conjunction with :
 - a) The Biscuit & Cake Makers (State) Award
 - b) The Storemen & Packers General (State) Award
 - c) The Sara Lee Industrial Agreement, dated 6 August 1990.

- ii) To the extent of any inconsistency arising between this Agreement and the Awards and Agreement listed in (i) above, this Agreement shall apply.

6. Increases Available

In recognition of the commitment to achieving the productivity improvements detailed and the commitment to the terms of this Agreement, the following increases shall be available to all employees covered by this Agreement:

- i) From the first pay period on or after date of commencement of this agreement a 4% wage increase will be payable to all employees covered by the agreement (details in clause 7.3).
- ii) From the first pay period on or after 28 April 2000 a further 4% wage increase will be payable to all employees covered by the Agreement.



These wage increases will be paid on the ordinary time rate of each employee (such rate includes all-purpose allowances excluding the Service Award). Refer to Tables 1 - Wage Rates - Production and 2 - Wage rates - Warehouse, of Part B, Monetary Rates.

6.1 Allowances - Production and Warehouse

The following allowances will be paid to employees working in the Production and Warehouse Stream:

6.1.1 Supervision Allowances :

The rates as set out in Item 1 of Table 3 - Other Rates and Allowances, of Part B, Monetary Rates will be paid as part of the ordinary time rate to employees engaged in the supervision of employees.

6.1.2 Tool Allowance

Sanitisers who are required to have personal tools in order to perform their tasks will receive a Tool Allowance. The rate for the Tool Allowance will be as set out in Item 2 of Table 3 – Other Rates and Allowances of Part B, Monetary Rates. Such Tool Allowance will be included in the all-purpose rate. This Tool Allowance will be used to purchase tools of a high quality.

This allowance will be reviewed, if circumstances arise when other employees are required to provide personal tools.

6.1.3 Service Award

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

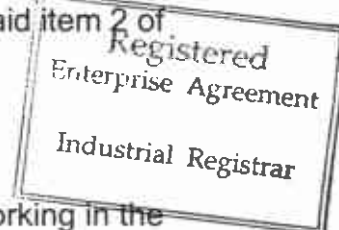
Permanent and casual employees will be paid an allowance per week as set out in item 3 of Table 3 for each completed year of service up to a maximum per week as set out in the said item 2 of Table 3 per week.

6.2 Allowances - Warehouse

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

6.2.1 Cold Store Allowance :

In addition to the rates of pay prescribed above, a cold store allowance will be paid to an employee who during the course of his employment is mainly required to work in freezers. This allowance will be paid where



the employee is required to work in a freezer with temperature between 0 degrees Celsius and minus 18 degrees Celsius (inclusive) a rate per hour as set out in item 4 of Table 3.

6.3 First Aid Allowance

A First Aid Allowance as set out in item 5 of Table 3 per week will be paid to qualified employees appointed to perform first-aid duties. This allowance is not included in the ordinary time rate.

7. Classification Structure

There are two streams to the Classification Structure :

- A. **Production (including Cleaning & Sanitation and Laundry)**
- B. **Warehouse/Distribution**

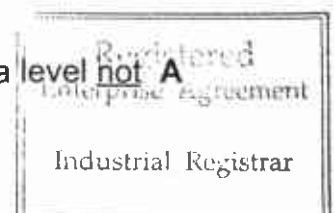
Full details of the Levels for each stream of the Classification Structure and the criteria for movement between Levels is detailed in Attachments A and B.

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

The Classification Structure needs to be read in conjunction with the skill lists related to each job and the hierarchy of all skills across the jobs in Production and Warehouse & Distribution. The numbers associated with the skills refer to the skill grouping in this hierarchy.

The structure is based on :

1. Employees achieving the necessary competency before they move to a higher level. In order to meet the requirements of a particular level a person would need to meet the requirements of all lower levels for that area of work.
2. The opportunity being available at Level 3 for employees to transfer between the Warehouse and Production streams and at Level 5 to progress (with appropriate training and qualifications) from the Production stream to the Engineering stream if there is a position available. Prior to such transfer the appropriate Union Delegate will be advised.
3. The structure is based on transferring **A PERSON** to a **level not A JOB** as it has been defined in the past.



4. A person is able to progress to Level 4 on their own initiative by attaining the skills required. This means that a person does not have to wait for a position to become available.
5. At Levels 5 and 6 of the Production stream and Level 5 of the Warehouse stream a person becomes eligible for the level when they have acquired the skills defined for that Level. However, a restriction on the number of positions that can be classified at these levels will apply.
6. Positions available at Levels 5 and 6 Production stream, Level 5 of the Warehouse stream will be advertised within the Company for a period of 7 days prior to being advertised externally.

7.2 Junior Employees

The minimum rate of pay for junior employees in the Production and Warehouse streams of the Classification Structure will be the same as for an adult employee.

7.3 CLASSIFICATION STRUCTURE : PRODUCTION STREAM

LEVEL	CLASSIFICATION Effective Commencement of Award	
6	Technical Specialist /Supervisor	Rates of pay shall be as set out in Table 1 (I) Wage Rates - Production
5	Technical Specialist /Supervisor	
4	Senior Operator	
3	Operator	
2	Operator Laundry and Cleaning	
1	Production Employee Laundry and Cleaning Probation Level	

7.4 CLASSIFICATION STRUCTURE : WAREHOUSE STREAM

LEVEL			
5	Senior Warehouse Employee	Rates of pay shall be as set out in Table 2(ii) Wage Rates - Warehouse	Registered Enterprise Agreement Industrial Registrar
4	Warehouse Employee		
3	Warehouse Employee		

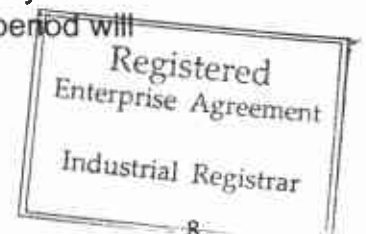
7.5 Transfers : Production : Relieving in a Higher Classification

7.5.1 Any employee performing the work of a higher classification than their usual classification, for up to four hours, continuously, on any one day, shall be paid at the rate for the higher paid classification for the time engaged on the higher paid work. An employee performing the work of a higher classification for four hours or more, shall be paid the higher paid classification for the whole of the shift.

7.5.2 Where an employee is undergoing training, the rate of pay for their usual classification will apply until satisfactory competency and qualification is obtained.

7.6 Sara Lee Productivity Payment Scheme

- (i) An annual incentive payment, as outlined below, shall be made to each eligible full time employee. Each eligible part time and casual employee will receive a proportional full time incentive payment based upon the calculation of their ordinary hours worked for the year divided by 1976 (52 weeks times 38 hours per week).
- (ii) Eligible employees are those who have been employed by the Company for at least three months prior to the end of the payment period.
- (iii) Employees permanently transferring to another area at the request of the Company during a payment period will receive the higher of the payment payable to the area they worked in during that period.
- (iv) Employees transferring to another area at their own request, shall receive the payment applicable for the area in which the majority of the payment period was worked.
- (v) There shall be no entitlement to this payment for periods when the contract of employment is suspended or absences taken under the following circumstances: parental leave and leave without pay.
- (vi) Under the scheme employees will be eligible to earn lump sum payments of up to \$200 each per payment period. Payment levels will be determined on a twelve month basis and paid within one month of the end of the payment period.
- (vii) The scheme will commence on 1 May 1999 and the first payment period will conclude 30 April 2000. The second payment period will commence 1 May 2000 and conclude 30 April 2001.



(viii) Area Based Measures – Payment Period ending 30 April 2000

Foreign Objects Target

Area A, B and C Employees (monitored by Area)	15% improvement FY 99 on FY 98	= \$100
Area D, Sanitation	Achievements of 1/3 Of targets of each Area A, B and C	= \$100

(ix) Manufacturing Department Measures – Bonus Period ending 30 April 2000

Schedule Achievement Target

All Employees	> 93.9 %	= \$100
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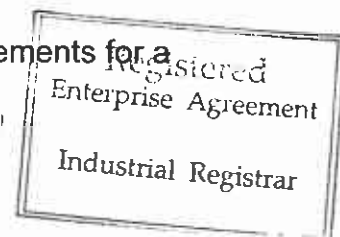
8. Classification Structure - Review

During the term of this agreement, periodic reviews of the implementation of the classification structure will be undertaken by a Committee consisting of employee representatives from the Consultative Committee, Union representatives and Management representatives.

9. Contract of Employment

- 9.1 Permanent employees are full time employees working no less than 38 ordinary hours per week and part time employees as defined in Clause 10.5.
- 9.2 Casual employee shall mean an employee engaged and paid as such. A casual employee shall work an irregular number of ordinary hours per week of thirty eight or less, but four or more hours per day.
- 9.3 The employment of permanent employees may be terminated by one week's notice given on either side at any time during the week or by the payment or forfeiture of wages for the required period of notice.

Notwithstanding the provision of this clause mutual arrangements for a reduced period of notice may apply.



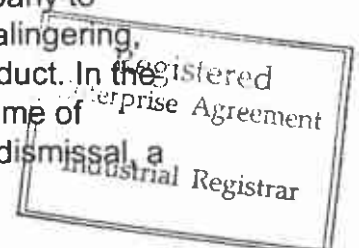
- 9.4 The employment of casual employees may be terminated by one hour's notice on either side, or by the payment or forfeiture of wages for the required period of notice.
- 9.5 All newly appointed permanent employees will be employed on a probation period of three months, which will provide for employment on a week to week basis. Casual service will be included in the three month period. Where any concerns arise over a probationary employee that might affect a transition to permanent status, these will be discussed with the employee. If requested by the employee concerned, a Union Delegate will be present during such discussions.
- 9.6 Employees shall perform such work as the Company shall, from time to time, reasonably require, working reasonable overtime, day work and shift work in all sections of the establishment as covered by the incidence provisions of this agreement.
- 9.7 An employee not attending for or not performing duty shall, except as provided for by this agreement, lose their pay for the actual time of such non attendance or non performance.
- 9.8 **Stand Down**

The Company reserves the right to stand down any employee without pay for any day or part of a day during which an employee cannot be usefully employed because of any industrial action or external action beyond the Company's control for which it cannot be held responsible.

Notice of any stand down by the Company shall be given to an employee on the immediately proceeding working day they are to work. Failing such notice an employee shall be paid in respect of the day stood down a half days pay or if the employee worked on any part of the day shall be paid for all time worked with a minimum payment of a half days pay. The provisions of this paragraph shall not apply in the case of a stoppage of work arising from some cause which could not reasonably have been foreseen at the conclusion of the previous days work. A written notice displayed in some place accessible to the employees will be regarded as sufficient compliance with this sub-clause.

9.9 **Dismissal**

Nothing in this agreement shall affect the right of the Company to dismiss any employee without notice for refusal of duty, malingering, inefficiency, influence of alcohol, neglect of duty or misconduct. In the case of such dismissal, wages shall be payable up to the time of dismissal only. In the case of dismissal, other than instant dismissal, a series of warnings shall be issued as follows:



- A. Verbal warning, delegate in attendance
- B. Written warning with Supervisor, union delegate in attendance.
Copy to be provided to the employee.
- C. Final written warning - Copy to employee, union delegate in attendance
- D. Dismissal

These four warnings shall be issued within a period of twelve months.

If an employee requests, a fellow employee, rather than a union delegate may be in attendance at each stage of the procedure.

9.10 Deduction of Wages

The Company reserves the right to deduct payment for any day or part thereof during which any employee is stood down by the employer as the result of refusal of duty, malingering, inefficiency, influence of alcohol, neglect of duty or misconduct on the part of the employee.

In all such cases the employer shall notify the union delegate and where practicable shall have discussions with the union.

10. Hours of Work

10.1 Weekly full-time employees including Apprentices :

10.1.1 The ordinary hours of work shall be an average of 38 per week worked on the following basis :

- (i) 38 hours within a work cycle not exceeding seven days;
or
- (ii) 76 hours within a work cycle not exceeding fourteen days;
or
- (iii) 114 hours within a work cycle not exceeding twenty one days;
or
- (iv) 152 hours within a work cycle not exceeding twenty eight days.

10.2 Implementation of the thirty eight hour week

10.2.1 The method of implementation of the thirty eight hour week may be any one of the following :

- (i) by employees working less than 8 ordinary hours each day; or
- (ii) by employees working less than 8 ordinary hours on one or more days each week; or



- (iii) by fixing one weekday on which all employees will be off during a particular work cycle; or
- (iv) rostering employees off on various days of the week during a particular work cycle so that each employee has one week day off during that cycle.

10.2.2 An assessment should be made as to which method of implementation best suits the business and the proposal shall be discussed with the employees concerned.

10.2.2 The Company and the majority of employees in the plant or section/s concerned may agree that the ordinary working hours are to exceed eight on any day, thus enabling a weekday off to be taken more frequently than would otherwise apply.

10.2.3 Circumstances may arise where different methods of implementation of a 38 hour week apply to various groups or sections of employees in the plant or establishment concerned.

10.2.4 Except as provided elsewhere in this agreement, in cases where, by virtue of the arrangement of his/her ordinary hours, an employee in accordance with (iii) and (iv) of 10.2.1 of this clause, is entitled to a day off during his/her work cycle, such employee shall where possible be advised by the employer at least four weeks in advance of the weekday he/she is to take off; provided that a lesser period of notice may be agreed by the employer and the majority of employees in the plant or section/s concerned.

10.2.5 The Company, with the agreement of the majority of employees concerned, may substitute the day an employee is to take off in accordance with paragraph (iii) and (iv) in 10.2.1 of this clause, for another day in the case of a breakdown in machinery or a failure or shortage of electric power or in other circumstances beyond the control of the employer, or to meet the requirements of the business in the event of rush orders or some other emergency situation.

10.2.6 An individual employee, with the agreement of the employer, may substitute the day he/she is to take off for another day.

10.3 The ordinary hours of work prescribed herein may be worked between 6.00 am and 6.00 pm on any day over no more than five consecutive days over a seven day period.

10.4 The ordinary hours of work prescribed herein may not be less than four hours on any day or more than ten hours on any day. Any change from the current arrangements at the time of making of this award shall be discussed by the parties to the Agreement.

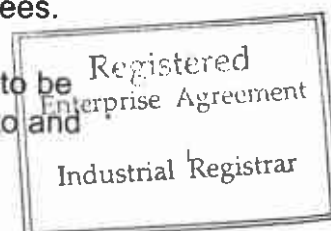


10.5 Weekend Work

- 10.5.1** The minimum rate to be paid for work performed between midnight Friday and midnight on Saturdays shall be time and one half. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses 10.12.3 and 10.12.4.
- 10.5.2** The minimum rate to be paid for work performed between midnight Saturday and midnight Sunday shall be double time. Such extra rate shall be in substitution for and not cumulative upon the shift premiums prescribed in subclauses 10.12.3 and 10.12.4.
- 10.5.3** Employees will not be required to work a roster involving weekend work as part of their ordinary hours unless such arrangements have been discussed with and agreed to by the individual concerned.

10.6 Part-time employees :

- 10.6.1** The hours of work shall not exceed an average of 38 hours per week, worked on the following basis :
- (i) within a work cycle not exceeding seven days;
or
 - (ii) over a work cycle not exceeding 28 days;
or
 - (iii) such other methods as may be agreed from time to time between the employer and the part-time employees affected.
- 10.6.2** The ordinary hours of work shall not be less than sixteen hours per week on not less than two days per week.
- 10.6.3** An employee engaged as a part-time employee shall be paid per hour one thirty-eighth of the appropriate weekly rate for the Classification under which the employee is engaged.
- 10.6.4** An employee engaged on a permanent part-time basis shall be entitled to payments with respect to Annual Leave, Sick Leave, Jury Service, Bereavement Leave and parental leave on a pro-rata basis for each employee in proportion to the normal ordinary hours worked by full-time employees.
- 10.6.5** The hours and shifts of a part-time employee are to be agreed prior to the arrangement being entered into and should not be changed without agreement.



10.6.6 Part-time employees will not be required to work a roster which involves weekend as part of their normal part-time roster unless such arrangements have been discussed with and agreed to by the individual concerned.

10.7 Casual Employees :

10.7.1 The average ordinary hours of work shall not exceed 38 hours in any week;

10.7.2 The ordinary hours of work shall not be more than 10 hours on any one day and not more than an average of five ordinary shift shall be worked in any one week.

10.7.3 Casual employees shall be paid not less than one thirty eighth per hour of the appropriate rate for the classification in which they are engaged and in addition a loading of 15 per cent, with a minimum payment on any day of 4 hours.

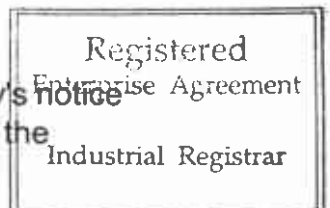
10.8 Provided further that work done prior to the spread of hours fixed in accordance with this Clause for which overtime rates are payable shall be deemed for the purpose of this Clause to be part of the ordinary hours of work where the ordinary hours worked within the prescribed spread of hours in any week are less than thirty eight.

10.9 Starting Times

Each permanent employee shall have their starting times for each day of the following week legibly displayed on a noticeboard by midday Monday of the week prior to the rostered week. Each casual employee will be notified no later than midday of the Friday prior to the rostered week. Start times will be rostered to suit the needs of production and the business, however, the Company will try to minimise rostering irregular hours where possible.

10.10 The time of commencing and finishing Day work or Shift work in the establishment or section of the establishment once having been determined by the Company, may be varied to suit the needs of the operation by agreement between the employer and the majority of permanent employees concerned at the plant or section, or in the absence of agreement by three days notice of alteration given the by employer to the employees.

If there is an absence of agreement or the required three days notice has not been given to the permanent employees concerned, the overtime provisions as described in Clause 11 will apply.



10.11 Procedure for the notification of a change to an employee's rostered start time:

10.11.1 Three days notice or more

- (i) Start time on roster posted on notice board changed to reflect new start time/s

10.11.2 Less than three days notice

- (i) Notice placed on the notice board advising of roster changes (if affects more than 5 people)
- (ii) Individual employee notified of the change to his/her roster directly and reason for change explained
- (iii) Employee agrees/disagrees with the change. If they disagree, change does not occur to original roster and alternate duties found
- (iv) If agreed, rosters changed to reflect new start time

10.11 Change to Work Cycle

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

This work cycle will be implemented as follows :

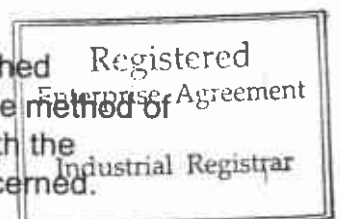
Production :

Ordinary hours of work shall be performed between Monday and Friday of Week 1 in the work cycle and between Monday and Thursday of Week 2 of the work cycle with a total of 76 ordinary hours being worked during the cycle.

The ordinary hours of work for each day of the work cycle will be notified on the roster published (in the agreed method) prior to the commencement of the work cycle. The span of ordinary hours will be as defined in this Clause.

The second Friday of each work cycle will be a Rostered Day Off.

However, nothing in this clause will prevent agreement being reached between individual work groups and management for an alternative method of taking a Rostered Day off provided any changes are discussed with the Consultative Committee, union delegates and the employees concerned.



Warehouse Employees will adopt the work cycle proposed for Production employees. However it may be necessary to alternate individual employees in this Group to work on the day scheduled for the Production Rostered Day Off in order to maintain efficient operation of the Warehouse/Receivals area. Any arrangements made in this regard will be discussed with the employees concerned.

10.12 Shift Definitions :

10.12.1 Day Shift

The daily starting and finishing times for day work shall be between 6.00 am and 6.00 pm.

10.12.2 Afternoon Shift

The daily starting and finishing times for Afternoon shift shall be between 11.00 am and 11.30 pm.

10.12.3 Night Shift

The finishing times for Night Shift shall be between 11.30 pm and 8.00 am.

10.13 Shift Work

10.13.1 Twenty minutes shall be allowed to shift workers each shift for crib time which shall be counted as time worked.

10.13.2 No employee under eighteen years of age shall be employed on shift work.

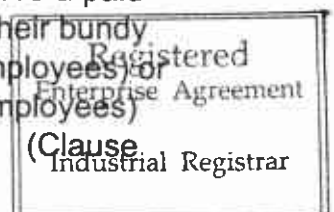
10.13.3 Employees on the afternoon shift shall be paid 15 percent in addition to their ordinary rate of pay.

10.13.4 Employees on permanent night work shall be paid 30 percent in addition to their ordinary rate of pay.

10.14 Commencement of Each Shift

Employees are to bundy on each day **prior** to the time displayed on the roster to ensure that they are at their work area or in their position on the Production line **at or before the rostered start time.**

Day work employees will observe an unpaid meal break of thirty minutes and afternoon and night shift employees will observe a paid meal break of twenty minutes. Employees must return to their bundy clock area either thirty minutes (in the case of Day Shift employees) or twenty minutes (in the case of Afternoon and Night Shift employees) after they have left that area to commence the meal break.



35.4 of the Sara Lee Industrial Agreement dated 6 August 1990 no longer applies.

10.15 Review of Hour of Work

During the life of the agreement a joint committee comprising union and management representatives will review the hours of work and shift definitions, to formulate an agreement that maximises the efficiency of the site.

11. Overtime

11.1 For all work performed outside the ordinary hours prescribed in clause 10, the rates of pay shall be paid for at the rate of time and one half for the first two hours and double time thereafter; provided always that an employee working during meal times shall be paid double time.

11.2 Saturday - Overtime worked on a Saturday until 1.00 pm shall be paid at time and a half for the first two hours and double time thereafter, and after 1.00pm at double time. A minimum payment of four hours shall apply.

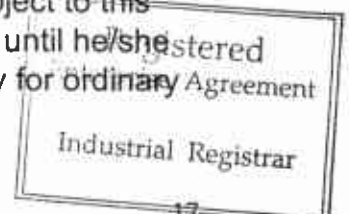
11.3 Sunday - Overtime worked on a Sunday shall be paid for at the rate of double time. A minimum payment of four hours shall apply.

11.4 An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

11.5 Public Holiday - Time worked on a Public Holiday shall be paid for at the time rate of time and one half for the first two hours and double time thereafter, with a minimum payment of 4 hours. This will be in addition to the normal day's pay entitlement where the Public Holiday is to be observed on a day that is usually rostered as an employee's normal work day. By arrangement with the Supervisor, an employee may substitute a day in lieu of payment for the normal day.

11.6 When overtime work is necessary it shall wherever reasonably practicable, be so arranged that the employees have had at least ten consecutive hours off duty between the work of successive days.

An employee who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not at least ten consecutive hours off duty between those times shall, subject to this subclause, be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.



If on the instructions of the Company, such an employee resumes or continues work without having had such ten consecutive hours off duty he/she shall be paid at double rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

11.7 Meal Allowance

11.7.1 An employee who is required to work overtime for any period in excess of two hours after his/her ordinary finishing time and who has not been notified on the previous day, can elect to be provided by the employer either with a meal voucher to the value set out in item 6 of Table 3, or the employer shall pay the employee an amount as set out in item 6 of Table 3 and if required to work in excess of four hours overtime shall be supplied either with a further meal or shall be paid the amount as set out in the said item 6.

11.7.2 If such employee is notified on the previous day that he or she will be required to work overtime and by reason of such notice has provided himself/herself with a meal and such overtime is cancelled he or she shall be paid the amount as set out in the said item 6.

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

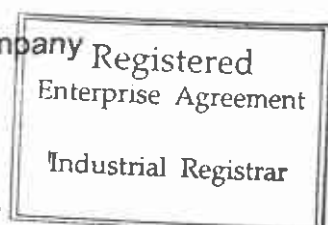
12. Meal Breaks - Day Workers

There shall be a break of not less than half an hour nor more than three quarters of an hour for a meal on all days, Monday to Friday inclusive. The meal time shall not be given earlier than four hours nor later than five hours from the time of commencing work.

13. Morning Tea

13.1 During the morning and afternoon of each day, Monday to Friday inclusive, all employees on day work shall be allowed an opportunity for refreshments in such manner as shall not interfere with the continuous running of the factory and, for the purpose of this refreshment, tea, milk and sugar shall be supplied by the Company free of cost to the employees.

13.2 All employees on night work or shift work shall be allowed an opportunity during the evening and morning for refreshments,



and, for that purpose, tea, milk and sugar shall be provided by the Company free of cost to the employees.

14. Public Holidays

14.1 Any employee engaged on a permanent basis shall be entitled, without loss of wages, to the following public holidays:

New Years Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Labour Day
Christmas Day
Boxing Day
Queen's Birthday

Any other day gazetted as a Public Holiday for the State of New South Wales.

14.2 Any employee, absent without leave on the day before or the day after any award holiday, shall be liable to forfeit wages for such holiday except where the Company is satisfied that the employee's absence was caused through illness in which case wages shall not be forfeited for the holiday providing a medical certificate is provided.

14.3 Additional Public Holiday (Union Picnic Day)

Each permanent employee will be entitled to an additional public holiday off during the year. Such a day to be chosen at a time to suit both the employee and the Company.

Subject to production scheduling and by agreement between the Company and employees, the Additional Public Holiday may be held on a day for all Production and Warehouse Employees.

15. Absenteeism

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

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

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

- (a) A procedure to be followed when a person is genuinely ill and is unable to attend work (Refer Clause 17 - Sick Leave).
- (b) If an employee is absent from work due to family or personal circumstances which prevents immediate attendance, or where a legitimate emergency occurs, the employee, after discussion with the Supervisor, will agree to one of the following procedures:
 - i) Arrange with the Supervisor to alter shifts or shift start and finish times in order to avoid casual absenteeism caused by unforeseen circumstances provided that there is work available.
 - ii) Arrange with the Supervisor to bring forward Rostered Days Off (prior to the accrual of the adequate number of hours) in order to avoid taking other forms of paid or unpaid leave. The maximum number of Rostered Days to be taken in this manner will be three in each year of service. This arrangement will not be used to replace pre-arranged Annual Leave or Sick Leave and will be used only in the circumstances outlined above and by agreement of the employee concerned.

(Note : Upon introduction of the two week work cycle referred to above this procedure will not be available to Production and Warehouse employees)

- iii) Where employees, due to unforeseen circumstances commence a shift later than the rostered time or need to be absent for a short period during the day, or need to finish a shift earlier than the rostered time, an arrangement will be agreed to between the employee and the Supervisor whereby the employee can within the work cycle (the current working week) make up the time lost due to the absence during ordinary hours at an ordinary rate of pay provided there is work available.

15.1 Improved Attendance Incentive Scheme

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

- (a) An employee must have been employed with the Company as a permanent employee for two years and have a sick leave



accrual of twenty days before they can participate in the scheme.

- (b) This provision will commence on the employee's anniversary date following the commencement of this agreement.
- (c) Any current sick leave, accrued prior to commencement of this provision will not be paid out but retained as accrued sick leave entitlement.
- (d) When a sick leave day is used it is paid from the current years entitlement and not from banked days until all the current years entitlement is used.
- (e) Employees will be entitled to a sick leave bonus as follows:

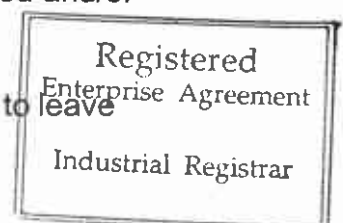
Sick Leave days taken by individual employee during the twelve month period.	Accumulated sick leave days of individual employee.	Sick Leave days paid out as a bonus to the individual employee
0	5	5
1	5	4
2	5	3
3	5	2
4	5	1

- (f) Employees will elect to either accrue their total sick leave balance for the year or have the sick leave bonus paid in accordance with the above table on the employee's anniversary date.
- (g) Payment for the sick leave bonus will be at an employee's ordinary time rate of pay (exclusive of shift allowance).

16. Procedure for Leaving a Work Station

The following procedure should be followed by **all employees** who need to leave their work position during their shift.

- (i) If an employee needs to leave their work position, they must notify their Supervisor who will notify the Area Supervisor and permission will not unreasonably be withheld. Under normal operating circumstances permission will be granted.
- (ii) All employees are not to leave their work station until replaced and/or authorised.
- (iii) This procedure is to be followed by all employees who wish to leave their work position.



17. Sick Leave

17.1 Entitlement to Sick Leave

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

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

17.2 Amount of Leave

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

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

17.3 Cumulative Sick Leave

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

17.4 Single Day Absences

In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year of service has already been allowed paid sick

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leave on more than three occasions for one day only, shall not be entitled to payment for the day claimed unless a medical certificate is produced from a duly qualified medical practitioner.

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

17.5 Definition of Year of Service

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

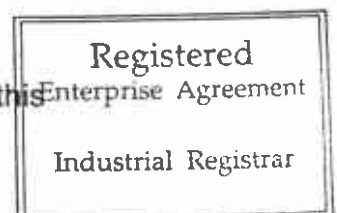
17.6 Application for Leave

A permanent employee claiming an entitlement to paid or unpaid leave shall complete an Application for Leave form and attached to such form will be evidence of the reason for the absence (as described in Clauses 17.1 and 17.4 above.) This Application for Leave will be presented to the Supervisor on return from the absence for authorisation.

18. Personal/Carers Leave

18.1 Use of Sick Leave

- (a) An employee other than a casual employee, with responsibilities in relation to a class of person set out in (c)(2) who needs the employees care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for at clause 17, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- (b) The employees shall, if required, establish, by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to :



- (1) the employee being responsible for the care and support of the person concerned; and
 - (2) the person concerned being :
 - (i) a spouse of the employee; or
 - (ii) a de facto spouse who, in relation to a person is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
 - (a) "relative" means a person related by blood, marriage or affinity;
 - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - (c) "household" means a family group living in the same domestic dwelling.
- (d) An employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, 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. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

19. Annual Leave Loading

19.1 Annual Leave will be paid in accordance with the Annual Holidays Act (NSW), 1944 (as amended)

19.2 Annual Leave Loading



For each period of annual leave taken an employee shall receive a loading calculated on the ordinary time rate of pay for the employee, subject to the following provisions:

19.2.1 Day Workers

Any employee who would have worked on day work only - a loading of 17 1/2%.

19.2.2 Shift Workers

Any employee who would have worked on shift work had they not been on leave - a loading of 17 1/2%.

Provided that where the employee would have received a Shift Allowance as prescribed by clause 10.12, being a greater amount than that provided by a loading of 17 1/2%, then the amount of the Shift Allowance shall be paid in lieu of the 17 1/2% loading.

19.3 The loading prescribed in this sub-clause shall not apply to proportionate leave on termination except when the employment of an employee is terminated by the employer through no fault of the employee.

19.4 Leave loading will only be paid when one year's service has been completed.

20. Long Service Leave

See Long Service Leave Act, 1955

21. Bereavement Leave

A permanent employee shall be entitled to a maximum of three days without loss of pay on each occasion and on production of satisfactory evidence of the death in Australia of the employee's husband, wife, father, mother, brother, sister, child, stepchild or parents-in-law. For the purpose of this claim the words "wife" and "husband" shall include de facto wife or husband and the words "father" and "mother" shall include foster father or mother and stepfather or mother:

Provided further, a permanent employee shall be entitled to a maximum of three days leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside Australia of an employee's husband, wife, father, or mother.



22. Leave Without Pay

In exceptional circumstances leave without pay will be granted. Length of service, attendance and performance record will be taken into account when an application is considered.

Casual employees who wish to be absent from work for maternity or paternity leave (of no more than twelve months) should notify the Company of the period they will not be available to work. Upon notification of their availability to resume work and upon receipt of a medical certificate of fitness to resume normal duties, the Company will roster them in the same manner as other casual employees at the time.

23. Jury Service

23.1 A permanent employee required to attend for Jury Service during ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such Jury Service and the amount of wages that would have been received in respect of ordinary time had the employee worked and not been on Jury Service.

23.2 An employee shall notify the Company as soon as possible of the date upon which the employee is required to attend for Jury Service. Further, the employee shall give the Company proof of his/her attendance, the duration of such attendance and the amount received in respect of such Jury Service.

24. Payment of Wages

24.1 Electronic Funds Transfer

The Company will pay all wages directly into an Account as nominated by the employee on Wednesday of each week.

24.2 The Company will pay to each employee on a weekly basis a non-taxed allowance as set out in item 7 of Table 3 per week to offset charges in respect of the deposit and withdrawal of wages.

The parties will review this allowance during the life of the Agreement.

24.3 If for a reason within the Company's control payment of weekly wages to the employees account does not occur within the designated timeframe of Wednesday of each week, the employee, should he or she so desire, will receive a cash payment as soon as possible.

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25. Joint Consultative Committee

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

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

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

25.1 Problem Solving and Innovation

All employees will be encouraged to suggest solutions to work and design problems on site. The Consultative Committee shall consider the means of promoting the problem-solving objective and shall develop strategies encouraging workplace suggestions and implementation.

26. Clothing and other issues

26.1 Employees are responsible for the care and safekeeping of all items of clothing, footwear and protective equipment and tools issued to him/her and shall return each article to the employer on request or on termination of employment. In default, the employer may deduct from wages due an amount equal to its replacement value less reasonable depreciation, having regard to the condition of the item.

26.2 Should an employee leave the Company within three month's of the issue of protective equipment and tools, an amount equal to its replacement value less reasonable depreciation will be deducted from any wages due on termination. This condition will only apply where termination of employment is at the request of the employee.

26.3 Where the Company requires an employee to wear overalls, uniforms, and protective clothing, footwear and safety equipment of any description such items shall be supplied by the Company and the employee undertakes to wear such clothing, footwear and equipment at all times whilst he or she is in an area of the Plant where this is required.

26.4 In order to maintain the standards for Hygiene, all employees accept the personal responsibility of strictly adhering to these standards and practicing them particularly in relation to ensuring protective clothing and footwear is maintained to the standard required. Footwear issued by the Company to be worn in the Plant must only be worn on the site and must be kept in a clean condition.



27. Training and Development

27.1 The parties to this award are committed to pursuing improved productivity efficiency and flexibility by enhancing the skills of employees.

27.2 Resulting from the implementation of the Classification Structure described in Clause 7, the training and development needs of all employees will be addressed in relation to :

- i) training required to increase the level of competency of employees
- ii) training required through the creation of new jobs, restructuring of existing jobs and/or multi-skilling
- iii) training required to assist employees to pursue, where possible, their preferred career paths and to improve their opportunities.
- iv) training required to ensure that employees whose work skills have been identified as being deficient in some area have every reasonable opportunity to improve their performance within the probation period.

27.3 Regular consultation will take place between the Company and the employees to allow for employees to have input into the development and implementation of training programmes designed to meet the above needs.

27.4 The Training Committee will consist of two Management Representatives, four employee representatives (who have been duly elected) and the Training Co-Ordinator.

The training committee will:

- (a) review the proposed on-the-job and external training programmes and will provide input as to their implementation and evaluation;
- (b) review and make recommendations in relation to the training requirements of individual employees;
- (c) review and make recommendations in relation to the reclassification of employees in accordance with the classification structure.



- 27.5** All training programmes developed will ensure that
- i) There is equal access by all employees (whether, permanent full-time, part-time and casual employees) to training and development opportunities subject to the skills requirements of the Company.
 - ii) A commitment to equal employment opportunity requirements removes any discriminatory barriers to training.
- 27.6** The parties recognise and acknowledge the role of every employee in training others. Where an employee, at any level within the Classification Structure is required to provide on-the-job training to another employee(s) and this requires specialist training skills they will be given the opportunity to receive formal training in how to train others.
- 27.7** As part of the commitment to training others, employees acknowledge their roles as trainers to ensure progression from Levels 1 to 6 within the Classification Structure.
- 27.8** Production and Maintenance employees acknowledge the productivity gains to be achieved by the training of Production employees by Maintenance employees in basic engineering functions .
- Such training and skills will not in any way compromise safety standards and will be developed in line with the Company's Work Instructions and Procedures.
- 27.9** With the introduction of new technology on site for the Materials Resource Planning system all employees acknowledge a willingness to be trained in the specific requirements of this technology as it affects their work area.
- 27.10** The Company is committed to providing budgeted resources such as people, equipment, time and money to ensure the effectiveness of all training and development programmes.
- 27.11** Where employees attend In-house Training Sessions, Approved External Training Courses or participate in Small Group Improvement Teams outside their normal rostered hours the time spent at these activities will be recorded as single time and the employee will have the option of accruing these hours and taking time off in lieu for payment for these hours or be paid at single time.

Where such training takes place on Saturday or Sunday, overtime rates will be applicable and where the employee is called on to attend a session as described above that does not immediately proceed or



follow a rostered shift without having had a ten hour break, overtime rates will apply.

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

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

27.12 Trade Union Training Leave

- (i) Paid leave (to a maximum of five days per annum) will be approved for a maximum of five employees to attend an accredited course by a registered Trade Union to increase the employee's skills and knowledge in the area of enterprise based bargaining and negotiation or to attend an approved meeting of the Union Executive or statewide Union delegates meetings.
- (ii) An application for leave should, where possible, be made four weeks prior to the date of commencement of the course or meeting and should be approved by the Human Resources Manager. Such approval shall not be unreasonably withheld.
- (iii) The Company shall not be liable for any additional cost, other than the payment of ordinary time earnings to the employee whilst on leave.
- (iv) An application for leave should be made in writing and should include details of the period of leave and description of the course or courses.

28. Redundancy

28.1 It is acknowledged that there may, over time, be a need for a reduction in the number of positions available within the Company. The number of employees to be affected by redundancies, the positions to be made redundant and the timing of such redundancies will be determined by the Company.

In the first instance the Company will call for volunteers, however any decision in relation to redundancy will be based on the need to retain an adequate skills base for the present and future needs of the Company in a particular area. Where there are an inadequate number of volunteers in a particular area the process to be followed in that



case will be discussed with the employee representatives of the particular work area or work group affected and a last on first off procedure will be adopted after all other avenues have been exhausted. The union will be involved in such discussions.

28.2 In the event of redundancy the following provisions will apply to permanent employees:

- i) **Notice**
Four weeks notice of termination for all employees with more than one years service. Employees with less than one year's service will be given one weeks notice of termination.
- ii) **Severance Pay**
Employees will receive a payment of four weeks pay and a further payment of four weeks pay for each year of service.

Service less than a full year shall be paid on a pro rata basis.
- iii) **"Weeks' pay"** means the ordinary time rate of pay for the employee concerned.
- iv) **Long Service Leave**
Pro rata Long Service Leave will be paid after five years continuous service.
- v) **Time Off**
During the period of notice of termination an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or he/she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
- vii) **Annual Leave Loading**
Normal Annual Leave loading will be paid on all annual leave both entitled and pro rata.

29. Communication

29.1 Methods of Communication

- (i) The parties acknowledge that in order to maintain and improve productivity it is necessary to operate in an environment of open



communication and co-operation. Management, employees, the union and the Consultative Committee, all play an important role in communicating and resolving issues as they arise.

(ii) To communicate with the workforce as a whole one of the following methods will be chosen (depending on circumstances and the content of the meeting) by the union or Consultative Committee to ensure that such communication is effective and causes the minimum disruption to the continuity of production, other production and services :

a) Small group communication meetings will be held over a 24 hour period. Employees will be paid for their attendance at such meetings and, if the meeting is to be chaired by a Union Official, one Union delegate will be relieved of normal work for that day and paid the ordinary rate of pay for the time of attendance. Other Union delegates will attend a meeting at the same time of employees in their work area or work group. If the meeting is to be chaired by a Union Delegate (and a Union Official is not present) one other Union Delegate will be relieved of normal work for the day and paid the ordinary rate of pay for the time of attendance.

OR

b) Mass meetings will be held in accordance with the following procedure :

i) Three normal working days notice has been given to the Human Resources Manager and/or the Employee Relations Manager and/or Operations Manager.

(ii) the issue will be discussed by the Company and Union representatives;

(iii) all employees are given the opportunity to express their opinions on the issues raised; and

(iv) the Company reserves the right to notify the Industrial Relations Commission of New South Wales in an attempt to avert the necessity of such a mass meeting.

c) If mass meetings are required during the Agreement negotiation process as described in Clause 34 hereof, they will be held after three normal working days notice has been given to the Company's management. Such meetings shall take place on no more than three occasions being the formulation of the union's claims, the consideration of the Company's position and ratification of the Enterprise Agreement. The Company will



agree to the payment of these three half hour meetings held in accordance with this subclause, providing prior approval has been given by the Company's management.

In addition, the Company reserves the right to agree to payment for such other meeting or meetings where it is in the mutual interest of the parties that such a meeting is held.

All employees will be given the opportunity to express their opinion at such meetings on the issues raised.

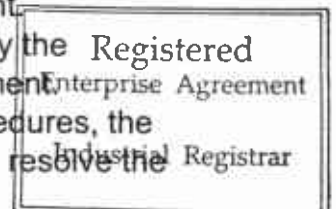
29.2 Disputes Avoidance

All parties agree to undertake all necessary steps to ensure that all issues receive prompt attention and are resolved by consultation, preferably by the internal settlement of issues.

29.3 Procedure

The purpose of this Disputes Avoidance Procedures is to provide all parties with a system to discuss and resolve all matters of grievance and dispute arising out of or relating to this agreement. Any grievance, dispute or claim arising out of or relating to this agreement shall be dealt with in the following manner :

- i) Should any matter arise which gives cause for concern to an employee he or she shall raise such matter with the immediate supervisor.
- ii) If the matter remains unresolved it shall be referred to the Union delegate who shall consult with the appropriate representative of the management. At this stage, there should, if possible, be two Union delegates present.
- iii) If the matter remains unresolved it shall be referred to the Secretary of the Union (or his representative). This official shall discuss it with a senior representative of the employer.
- iv) If the matter remains unresolved the senior representative of the employer shall notify the Company's industrial representative who shall discuss the grievance with the appointed union representative.
- v) If the matter remains unresolved it may be submitted to the NSW Industrial Commission for resolution.
- vi) While the above procedure is being followed, work shall continue normally in accordance with this agreement.
- vii) No party shall be prejudiced as to final settlement by the Registered Enterprise Agreement.
- viii) In the event of a party failing to observe these procedures, the other party may take such steps as are open to it to resolve the matter.



- ix) The parties shall, at all times, confer in good faith and without undue delay.
- x) During the discussions, the "status quo" shall remain. "Status Quo" shall mean the situation existing immediately prior to the dispute or the matter giving rise to the dispute.

30. Use of Contract Labour

30.1 Due to the fluctuating production requirements casual employees and contract employees will be used to fill rostered requirements, absenteeism and other additional requirements (e.g. repacking) to ensure scheduled production is achieved. In the first instance all available positions will be filled, where possible, with Sara Lee casual employees. Any remaining positions will be filled by the Company using contract labour.

30.2 In using contract labour to meet production needs the Company will not compromise its Occupational Health and Safety and Training Objectives. All contract labour employees will receive adequate training for the tasks they are called on to perform and no contract labour employee (other than Forklift Drivers in the warehouse) will be used to fill a production position where it is necessary for them to have achieved training in the full range of skills required at level three or above in the classification structure.

30.3 Issues relating to the employment of contract labour are the subject of an exchange of letters between the parties.

31. Union Matters

The Company will recognise an agreed number of union delegates who are elected by the membership as the on site representatives of Sara Lee employees and the union.

Such representatives shall be allowed the necessary time during working hours, subject to prior approval by the Company taking into consideration its work requirements, to interview the employer or the employer's representative on matters affecting the employees whom he/she represents. Such approval by the Company shall not be unreasonably withheld. Before this occurs the procedure for leaving the line (Clause 16 of this Agreement) will be followed.

Union deductions will be the subject of an exchange of letters between the parties.

32. Date of Operation

This Agreement shall operate from the beginning of the first pay period to commence on or after 15 June 1999 and shall operate until 28 April 2001.

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33. No Extra Claims

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

34. Negotiating the Next Agreement

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

35. Prohibition of Use as Precedent

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

36. No Duress

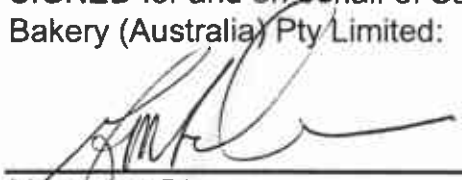
This Agreement has been freely entered into by the parties through a process of joint consultation which has involved employees and their Union representatives and Management representatives.

37. Industrial Relations Commission Decisions

If a Full Bench of the Industrial Relations Commission of New South Wales makes a decision to vary awards in accordance with Section 51 or 52 of the Industrial Relations Act, 1996 and such variation is intended to apply to employees covered by this Agreement, the Company will adopt the provision. Such implementation will occur after consultation between the parties.

38. Endorsement

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



Managing Director

4 June 1999

In the presence of :

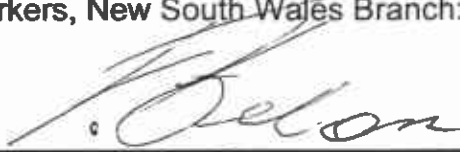


J. HOGAN-WRIGHT

Dated: 4TH JUNE, 1999.



Signed for and on behalf of the National
Union of Workers, New South Wales Branch:



Secretary

In the Presence of:



Dated: 3.6.99 .

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PART B

MONETARY RATES

Table 1 (i) Wage Rates - Production

Level	Current Rate	Rate from the first pay period on or after 31 May 1999	Rate from the first pay period on or after 28 April 2000
One	\$443.61	\$461.35	\$479.80
Two	\$462.09	\$480.57	\$499.79
Three	\$485.25	\$504.66	\$524.85
Four	\$507.59	\$527.89	\$549.01
Five	\$548.45	\$570.39	\$593.21
Six	\$586.87	\$610.35	\$634.76

Table 2 (ii) Wage Rates - Warehouse

Level	Current Rate	Rate from first pay period on or after 31 May 1999	Rate from first pay period on or after 28 April 2000
Three	\$485.25	\$504.66	\$524.85
Four	\$507.59	\$527.89	\$549.01
Five	\$548.45	\$570.39	\$593.21

Table 3 - Other Rates and Allowances

Item No.	Clause No.	Brief Description	Amount From FFPP 31 May 1999	Amount From FFPP 28 April 2000
1	6.1.1	Leading Hands -		
		In charge of up to 10 employees	\$18.42	\$19.16
		In charge of 10-20 employees	\$31.07	\$32.31
		In charge of 20 or more employees	\$39.67	\$41.26
2	6.1.2	Tool Allowance	\$5.03 p.w	\$5.23 p.w
3	6.1.3	Service Allowance Maximum	\$1.00 p.w. \$10.00 p.w.	\$1.00 p.w. \$10.00 p.w.
4	6.2.1	Cold Store Allowance	\$0.73 p.h.	\$0.76 p.h.
5	6.3	First Aid Allowance	\$9.50 p.w.	\$9.50 p.w.
6	11.7.1	Meal Allowance	\$7.60 p.w.	\$7.60 p.w.
	11.7.2			
7	23.2	Electronic Funds Transfer (to offset charges)	\$1.00 p.w.	\$1.00 p.w.

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CLASSIFICATION STRUCTURE

SANITATION

LEVEL 1 Cleaning & Sanitation Employees (Entry Level)

Induction to Sara Lee Bakery - Employees are to complete an induction Programme

Cleaning Stream

Entry Level position:

Employees will learn core skills from the cleaning stream over a 3 month Probationary period. A formal appraisal of employees performance and reliability will be completed no later than three months after commencement before progression to Level 2. Failure to reach the required standard within the 3 month period may lead to termination of employment.

Core Skills are:

- Cleanliness standards for Production Lines
- Cleanliness standards for Mixing Machines
- Cleanliness standards for freezer Spirals
- Cleanliness standards for Cooling Spirals
- Conform to hygiene and dress standards
- Correct disposal of waste materials
- Factory Evacuation Procedure (Identify Emergency Exits)
- Procedure for operating Pan Wash Area
- Procedure for handling hazardous chemicals
- Identify safety hazards within the workplace
- Identify / operation of all emergency stop buttons / switches
- Identify types of production process alarms
- Location of Electric Motors / Power Boards / Power Points and Switches
- Procedure for Cleaning Electrical Equipment
- Procedure for removal of rubbish for Plant
- Procedure for removal recyclable materials from Plant
- Operate & control 2 & 3 way transfer valves
- Sara Lee OH&S policies and practices
- Correct use of P.A / phone system

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CLASSIFICATION STRUCTURE

LEVEL 2 Cleaning & Sanitation

An employee at this level will have achieved the following skills; After 9-12 months continuous employment.

Cleaning Stream

Competency Assessments will be carried out associated with the following core skills:

- Cleaning operation for wrapping machines
- Cleaning operation for CMC capper
- Cleaning operation for fibre kings
- Cleaning operation for slicing machines 1 - 2
- Cleaning operation for oven infeeds
- Cleaning operation for oven outfeeds
- Cleaning operation for Laminator
- Cleaning operation for Anets Line
- Cleaning operation for Croissant Line
- Cleaning operation for Block Processor
- Cleaning operation for Struzel Line
- Cleaning Practices for Electric Motors / Power Boards / Power Points and Switches
- Drive stand-up pallet truck
- Factory floor plan and layout
- Operate and maintain Pressure Cleaning Apparatus
- Procedure for CIP for Egg Lines and Tanks
- Procedure for cleaning machinery in operation
- Procedure for cleaning sieves
- Procedure for safe removal / replacement of machine guards
- Procedure to operate Compressed Air Cleaning
- Start up / shut down conveyor system Lines 4-5
- Understand types and use of cleaning chemicals

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CLASSIFICATION STRUCTURE

LEVEL 3 Cleaning and Sanitation

An employee will move to this Level and pay rate when they have been Assessed Competent and Skills which relate to the core skills for this Level are up-dated and have Completed 12-18 Months Continuous Employment.

Skills Criteria: At Level 3 an employee is:

1. Responsible for the Quality of their work and the Training of others, less Skilled.
2. Work under general supervision either individually or as part of a team.
3. Operates flexibly between work stations and machinery.
4. Understand and Work form Work Standards and Procedures.

Cleaning & Sanitation

The following core skills are:

Cleaning operation for all Boxing Machines

Egg room procedure sanitising & CIP

Cleanliness standards for sanitation

Dismantle and clean depositing pumps

Procedure for strip clean and sanitising

Instruct others by demonstrating correct Practices or Procedures

Start up / shut down procedure for proofer spirals 1-2

Start up / shut down procedure for cooling spirals

Start up / shut down procedure for freezer spirals

Start up / shut down procedure for Line 7

Dismantle / Clean / Reassemble Pallean Valves

Dismantle / Clean / Reassemble Butcher Boy

Dismantle / Clean / Reassemble Russell sieve

Maintain cleaning supply for CIP station

Operate water flow meters all lines

Cleaning operation for SL mixer

Cleaning operation for Z arm mixer

Cleaning operation for Slurry mixer

Cleaning operation for Glen mixer

Cleaning operation for Tonelli mixer

Cleaning operation for Diosner mixer

Fork lift Licence

Operate scissor lift

Fork lift checking procedure

Connect / disconnect fork lift charger

Start up / shut down procedure for Cream lines

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CLASSIFICATION STRUCTURE

LEVEL 4 SANITATION

An employee will move to this Level and pay rate when they have been Assessed Competent and Skills which relate to the core skills for this Level are up-dated, after 18 - 24 Months of Continuous Employment.

Skills Criteria: At Level 4 an employee is:

1. Responsible for the Quality of their work and the Training of others, less Skilled
2. Performs work under limited supervision.
3. Operates flexibly between work stations and machinery.
4. Exercise good Interpersonal and Communication Skills.
5. Apply CIP Procedures to all Work Practices.

Sanitation

The following core skills are:

Types / set up of apparatus for various products
Clean and operate kettles / steam cocks and pumps Cook Room 1 & 4
Conduct chemical analysis of caustic - acid and sterility of CIP Systems
Assemble / disassemble / Clean and Sanitise Transfer pumps
Assemble / disassemble / Clean and Sanitise Air pumps
Assemble / disassemble / Clean and Sanitise Graco pumps
Assemble / disassemble / Clean and Sanitise Mono pumps
Assemble / disassemble / Clean and Sanitise Heads Line 1-2-3-4-5
Assemble / disassemble / Clean and Sanitise Fruit Feeders
Assemble / disassemble / Clean and Sanitise Swirl Machine.
Assemble / disassemble / Clean and Sanitise Fitzmill Grinder
Dismantle / Clean / Reassemble butter Extruder Laminator
Strip clean / set up and sanitise Line 2 depositing
Strip clean / set up and sanitise Line 3 depositing
Strip clean / set up and sanitise Anets Line
Strip clean / set up and sanitise Struzel Line
Strip clean / set up and sanitise Heat exchange system Cook Room 1-4
Strip clean / set up and sanitise Kettles and pumps system Cook Room 1-4
Strip clean / set up and sanitise Muffin Line
Strip clean / set up and sanitise Icing Line 1
Strip clean / set up and sanitise Icing Line 2
Strip clean / set up and sanitise Icing and slicing Line 3
Strip clean / set up and sanitise Scandec slicer and filler Line 1
Clean - Start up shut down Cooling spirals
Clean - Start up shut down Freezer spirals
Clean - Start up shut down Proofer spirals
Clean - Start up shut down Belt washers
Procedure for Cleaning Electrical Equipment

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CLASSIFICATION STRUCTURE

LEVEL 5 SANITATION

THIS POSITION IS BY APPOINTMENT ONLY

An employee will move to this Level and pay rate when they have been Assessed Competent and Skills which relate to the core skills for this Level are up-dated.

Skills Criteria: At Level 5 an employee is:

1. Responsible for Quality Standards of Work and Training.
2. Exercise good Interpersonal and Communication Skills.
3. Understand and know the process and products produced at the Plant.
4. Diagnose Faults in Apparatus Functions.
5. Identify source of faults in mechanical Line Function.

SANITATION

The following Core Skills required for this Level are:

Strip / Clean / Set up and Sanitise Tonelli mixer Line 4
Strip / Clean / Set up and Sanitise Line 4 Depositing
Strip / Clean / Set up and Sanitise Line 7 Depositing
Strip / Clean / Set up and Sanitise Cream Line 3
Strip / Clean / Set up and Sanitise Cream Line 2
Strip / Clean / Set up and Sanitise Line 5 Depositing
Strip / Clean / Set up and Sanitise Egg Supply System
Strip / Clean / Set up and Sanitise Chilled water System
Clean / CIP and set process system Line 4
Clean / CIP and set process system Line 5
Clean / CIP and set process system Line 7 Cook Room
Diagnose faults in apparatus function
Identify source of fault in mechanical Line function.
Interpret production schedule for sanitation & Cleaning requirements

FORMAL TRAINING REQUIRED :

Trade Qualification: Mechanical

OR

TAFE Certificate (relevant to the Baking Industry or Food Manufacturing) Supervisor, OH&S

OR

TAFE PLUS Course in Food Technology (conducted on site by TAFE)

NOTE : Employees who (at the date of this agreement) have attained the skills required at this level but have not achieved the tertiary qualifications described above will not be excluded from this Level provided that :

- i) The TAFE PLUS Course (on site) is commenced and/or completed before the expiration of twelve months from the date of progression to this Level. OR
- ii) they are willing to participate in a Competency Based Assessment by TAFE and have their skills assessed as being equivalent to a trade qualification in the Pastrycook/Baking industry. OR
- iii) An accredited course (approved by the Company) is undertaken and/or completed before the expiration of twelve months from the date or progression to Level 5.

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CLASSIFICATION STRUCTURE

LEVEL 6 SANITATION

THIS POSITION IS BY APPOINTMENT ONLY

An employee will move to this Level and pay rate when they have been Assessed Competent and Skills which relate to the core skills for this Level are up-dated.

Skills Criteria: At Level 6 an employee is:

1. Responsible for Quality Standards of Work and Training.
2. Exercise good Supervisor and Leadership Skills.
3. Understand and know the Process and Products Produced at the Plant.
4. Diagnose / Rectify / Advise Faults in Apparatus Functions.
5. Identify / Rectify / Advise, source of faults in mechanical Line Function.
6. Use for Preventative Maintenance System
7. Knowledge of Hydraulics and Pneumatic systems

SANITATION

The following Core Skills required for this Level are:

- Identify wear points in Machinery
- Operation / function of Line Machinery components
- Diagnose faults in pneumatic system
- Diagnose faults in hydraulic systems
- Distinguish electrical and mechanical faults
- Repair mechanical seals
- Repair / replace pneumatic control valves and cylinders
- Plan resources needed for all Process Lines
- Use Preventative maintenance Programme during Sanitation
- Problem solving techniques
- Diagnose faults in mechanical Drives
- Diagnose faults in vacuum pumps and systems

FORMAL TRAINING REQUIRED :

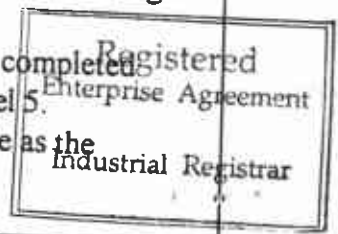
Trade Qualification: Mechanical

Pneumatics / Hydraulics

Supervisory & Management

NOTE : Employees who (at the date of this agreement) have attained the skills required at this level but have not achieved the tertiary qualifications described above will not be excluded from this Level provided that :

- i) The TAFE PLUS Course (on site) is commenced and/or completed before the expiration of twelve months from the date of progression to this Level. **OR**
 - ii) they are willing to participate in a Competency Based Assessment by TAFE and have their skills assessed as being equivalent to a trade qualification in the Pastrycook/Baking industry. **OR**
 - iii) An accredited course (approved by the Company) is undertaken and/or completed before the expiration of twelve months from the date or progression to Level 5.
- If these terms are not met the employee will return to Level 5 until such time as the qualification is achieved.



CLASSIFICATION STRUCTURE WAREHOUSE

04.02.99

LEVEL 3 Warehouse Employee (Entry Level)

Entry Level Position - Warehouse employee is paid at Level Three and it is a requirement of entry that that the person has already attained Skills and is Licensed and / or certified to operate all appropriate materials handling equipment eg. forklift. An employee at this level will Competent in the following Skills:

- Analyse and perform weighing function for computer scales
- Analyse forklift faults
- Back dock Safety Procedure
- Basic Maths (add, subtract, multiply, divide, percentage)
- Cleanliness standards for Warehouse
- Conform to hygiene and dress standards
- Connect / disconnect forklift truck charger & change over procedure
- Correct disposal of waste materials
- Correct use of P.A / Phone systems
- Cycle count procedure in warehouse / freezer
- Drive forklift (License)
- Drive stand up electric pallet jack
- Finished goods Procedure
- Factory evacuation procedure
- Factory floor plan and layout
- Forklift checking procedure
- Freezer layout and identification of product within freezer
- Identify type and condition of ingredients / packaging materials
- Location of materials issued to production areas
- Monitor and service pallet requirements to production lines & palletizer
- Operate scissor lift
- Procedure for handling hazardous chemicals
- Procedure for consumable items
- Procedure for picking resale shop orders
- Procedure for loading finished goods
- Procedure for Smart feed operation
- Procedure for unloading product
- Read and interpret production schedule
- Read and interpret computer print out for daily issuing
- Record finished goods product dockets
- Sara Lee OH&S policies and practices
- Set up and adjust pallet wrap machine
- Store & racking identification system
- Warehouse floor plan and layout

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CLASSIFICATION STRUCTURE

04.02.99

LEVEL 4 Warehouse Employee

Skills Criteria: At Level 4 an employee is :

1. Responsible for the quality of their work and the training of others.
2. Performs work under limited supervision
3. Operates flexibly between work stations.
4. Understands and applies Quality Control techniques
5. Understand and Work from Standards and Procedures .

An employee will move to this level and pay rate when they have attained the following Skills, and are Assessed Competent in Performing these Skills.

Able to perform set MFG-Pro computing functions maintenance / screens
Analyse daily expected delivery schedule
Analyse purchase order by supplier report
Assess best placement of product within freezer
Complete function of storage flow process
Completion of consignment notes to transport
Convey given message clearly to small group
Daily check procedure for bulk egg tanks
Determine priority of packaging ingredients / materials for production start up
Procedure K&Z Loads into MFG-Pro
Filing / storage of documetation
Identify product codes, order numbers and quantity of goods before storage
Identify safety hazards within the workplace
Instruct others by demonstrating
Procedure for use of pickface
Montior / action stock shortages to manufacturing
Monitor / action transfers from external storage facilities
Operate label machine for incoming goods
Procedure for frozen ingredients returns
Procedure for receiving frozen products
Procedure for returnable containers
Procedure for return of goods to correct locations
Procedure for stock rotation
Procedure for tempered goods
Receival / of stationary / uniforms / sanitation materials (non inventory)
Receival procedure for bulk egg, flour, sugar
Receival procedure for ingredients
Receival procedure for soya bean oil
Receival procedure for packaging
Stocktake Procedure
Weekly cycle count - Consumables & bulk silo

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CLASSIFICATION STRUCTURE

02.03.99

LEVEL 5 Warehouse Employee

THIS POSITION IS BY APPOINTMENT ONLY

An employee will move to this Level and pay rate when they have been Assessed Competent within the designated areas of work. Then once Competent, Skills will be Up-Dated relating to one of the following streams :

Skills Criteria:

At Level 5 an employee is :

1. Responsible for Quality Standard of Work and Training
2. Performs work under limited supervision
3. Operates flexibly between work stations.
4. Understand and apply Quality Control techniques
5. Maintaining Work Practices by Following Work Instructions and Procedures .
6. Understand and know the Stock Control Process within the Warehouse / Area D
7. Understand and know the MFG-Pro & Inventory System within the Warehouse / Area D

<p>Able to perform set MFG-Pro computing functions mainten./cycle count/reports/functions Analyse queries for purchasing department Analyse variance to production location from cycle count Apply on the job training techniques Assess competency levels of staff Co-Ordinate cycle count procedure for freezer / finished goods / materials Co-Ordinate cycle count procedure for warehouse / Prescale locations Corrective action for out of Specification Process Exercise good interpersonal and communication skills Interpreting and implementing OH&S legislation requirements Plan and implement cycle count procedures Plan transfers of stock to warehouse locations Posting of materials requisition to work order / 00 Problem solving techniques Procedure for reporting & actioning of safety issues Procedure for slow moving / obsolete finished goods and materials Procedure for stock rejected by QA Procedure for unplanned stock issue / receipt Release / sort daily work order picklists Utilise and operate computing functions in Word and Excel Utilising staff according to crewing sheets & skill levels Weekly cycle count of bulk silos / egg / dry goods / melted chocolate / gas CO2 levels</p>

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CLASSIFICATION STRUCTURE : PRODUCTION

**LEVEL 1
Production Employee (Entry Level)**

Introduction to Sara Lee Bakery - Employees are to complete an Induction Programme.

Employees are to adhere to the OH&S policies and standards, Hygiene and dress standards and cleanliness standards throughout the Factory.

Employees will learn core skills from the Packing and Offsiding Areas over a 3 month period . A formal appraisal of employee's performance and reliability will be completed no later than three months after commencement before progression to level 2.

General Production Stream	Offsider Stream
<p>Entry level position :</p> <p>Skills associated with the Assessing and Operations of Sealing and Packing machinery listed in the Complexity Skills List:</p> <p>Assess quality standards for finished products against QA standards.</p> <p>Cleanliness standard for production lines</p> <p>Conform to hygiene and dress standards</p> <p>Identify/operate all emergency stop buttons and switches.</p> <p>Identify types of production process alarms</p> <p>Operate automatic boxing machines. 1-2-3-4-5-7.</p> <p>Operate CMC Capper</p> <p>Operate wrapping machines</p> <p>Procedure for oven outfeeds control</p> <p>Procedure for packing finished products</p> <p>Procedure for racking off products</p> <p>Procedure for spiral position product placement.</p> <p>Read and interpret electronic/manual scales</p>	<p>Entry level position :</p> <p>Skills associated with the Assessing and Operations of production processes listed in the Complexity Skills List :</p> <p>Assess quality standards for finished products against QA standards.</p> <p>Cleanliness standard for production lines</p> <p>Conform to hygiene and dress standards</p> <p>Dough feed.(Lines 1-2-7)</p> <p>Identify/Operate all emergency stop buttons and switches.</p> <p>Identify types of production process alarms</p> <p>Procedure for stacking finished products</p> <p>Procedure for oven outfeed control</p> <p>Procedure for recording finished product dockets</p> <p>Read and interpret electronic / manual scales</p>

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**LEVEL 2
Operator**

An employee must obtain the Skills Listed below before moving on to a higher Level. When obtaining a level 2, Employees will be assessed Competent to carry out the skills associated with the Complexity Skills list:

General Production Stream	Offsider Stream
<p>Skills associated with the general operation of Packing Areas, Centre Area, Kitchen Areas which are listed in the Complexity Skills List :</p> <p>Assess unacceptable product on Line Correct disposal of waste materials Crimp lidded products Factory evacuation procedure Factory floor plan and layout Identifying safety hazards within the work place. Manually deposit foils/papers/tins/plastics and liners on Line Operate bagel boxing machine Operate dye-cut machines. (new & old) Operate enrober Operate Fibre Kings 1-2-3-4-5-7 Operate hand sealer Operate slicing machines 1-3 Operate Tray wrapper. Pan Danish Procedure for stacking finished products Roll Croissants Roll Pecan Sara Lee OH&S policies and practices Send message clearly through PA system</p>	<p>Skills associated with offsidings mixers, Kitchen Areas, Centre Areas, Packing Areas which are listed in the Complexity Skills List :</p> <p>Assess unacceptable product on Line Cleanliness standard for mixers Correct disposal of waste materials Factory evacuation procedure Factory floor plan and layout Identifying safety hazards within the work place. Operate and adjust air pumps Operate and adjust Graco pumps. Operate and adjust transfer pumps Operate bagel boxing machine Operate boxing machines. 1-2-3-4-5-7 Operate CMC capper. Operate crumb mixer Line 4-5 Operate Fibre Kings. 4-5-7 Operate Little David tape machine Operate russell crumb sieve Procedure for packing finished products. Procedure for racking doughs (laminator) Read and interpret temperature gauges Sara Lee OH&S policies and practices. Send message clearly through P.A. system.</p>

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LEVEL 3**Operator**

An employee will move to this Level and pay rate when they have been Assessed Competent within the designated areas of work. Then once competent, Skills will be updated relating to one of the following streams :

Skills Criteria: At Level 3 an employee is :

1. Responsible for the quality of their work and the training of others.
2. Works under general supervision either individually or as part of a team
3. Operates flexibly between work stations and machinery.
4. Work from Standards and Procedures.

General Production Stream Area ABC	Offsider Production Stream Areas ABC	General Production Stream Area D
Skills to obtain from the categories 1-9 in the Complexity Skills List. Collect Q.C. lab samples. Complete end of run report sheets Operate and adjust Air pumps Operate and adjust Graco pumps. Operate and adjust Transfer pumps. Operate test metal detector. Procedure for return by work order. Read weight sheets and standards Read and interpret production schedule. Read and interpret stop watch. Read and interpret work orders Read and record temperature. Set up / level / tare and adjust electronic / manual scales. Types of equipment and utensils for Line set up / mixing function.	Skills to obtain from the categories 1-9 in the Complexity Skills List. Collect Q.C. lab samples. Operate hoyst laminator / Pie Line Operate vacuum Lifter. Procedure for return by work order. Read weight sheets and standards Read and interpret production schedule. Read and interpret stop watch. Read and interpret water level gauges. Read and interpret work orders Read and record temperatures. Record variations on batch cards. Sequence for loading mix ingredients. Set up / level / tare and adjust electronic / manual scales. Types of equipment and utensilsfor Line set up / mixing function.	Skills to obtain from the categories 1-9 in the Complexity Skills List. Break Down Stock to work orders. Factory floor plan and Layout. Procedure for return by work order. Read and interpret production schedule. Read and interpret work orders Record variations on batch cards. Set up fruit inspection. Set up / level / tare and adjust electronic / manual scales. Types of equipment and utensil for prescale function.

PRODUCTION

An additional 25 Skills from Groups 10 - 38 form the Production complexity Skills List These skills may be gained by working in the areas of :

Line Operation - Cream Lines, Anets Line, Croissant Line, Depositing Lines 2-3-4-5-7
Laminator, Ice Cream Plant, Packing Area
Mixing & Cookhouse

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**LEVEL 4
Operator**

An employee will move to this Level and pay rate when they have been Assessed Competent within the designated area of work. An assessment to take place no earlier than six months after moving to level 3. Then once competent, Skills are updated.

Skills Criteria: At Level 4 an employee is :

1. Responsible for the quality of their work and the training of others.
2. Performs work under limited supervision
3. Operates flexibly between work stations and machinery.
4. Understands and applies Quality Control techniques
5. Understand and Work from Standards and Procedures .

PRODUCTION

An additional 25 Skills from Groups 19 - 38 form the Production complexity Skills List
These skills may be gained by working in the areas of :

Line Operation - Cream Lines, Anets Line, Croissant Line, Depositing Lines 2-3-4-5-7
Laminator, Ice Cream Plant, Packing Area
Mixing & Cookhouse

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LEVELS 5
Technical Specialist and/or Supervisor
Production

THIS POSITION IS BY APPOINTMENT ONLY

An employee will move to this Level and pay rate when they have been Assessed Competent within the designated areas of work. Then once Competent, Skills will be updated relating to one of the following streams :

Skills Criteria: At Level 5 an employee is :

1. Responsible for Quality Standard of Work and Training
2. Performs work under limited supervision
3. Operates flexibly between work stations and machinery.
4. Understands and applies Quality Control techniques
5. Works from Standards and Procedures .
6. Exercise good interpersonal and communication skills.
7. Understands and knows the process and products produced at the plant.

35 skills in the Group No. 25 - 38 of the Production Complexity of Skills List . Together with 8 of the following skills which have been divided into Production Areas .

<p style="text-align: center;">Line 4 & 5</p> <p>Organisating and Co-Ordinating of staff Set up / prepare / operate Line 4 for all Products Set up / prepare / operate Line 5 for all products Adjust and clean rosette heads and piston on Lines 4 & 5</p>	<p style="text-align: center;">Kitchen</p> <p>Organisating and Co-Ordinating of staff Set up / prepare / operate Anets Line for all products Set up / prepare / operate depositing Line 2 for all products Set up / prepare / operate depositing Line 3 for all products Set up / prepare / operate Croissant Line Set up / prepare / operate Muffin Depositing Set up / prepare / operate Line 7 for all products Assess and adjust ovens operation for baking process</p>
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<p style="text-align: center;">Mixer / Cook House</p> <p>Organisating and Co-Ordinating of staff Set up / prepare / operate Cook House 1 for all products Set up / prepare / operate Heat Exchange units Cookhouse 1-4 for all products Set up / prepare / operate all Mixing Units for all products Set up / prepare / operate Cook house 7 for all products Set up / prepare / operate Cookhouse 4 for all products Assess and adjust CIP process Cook House 1 Set up / prepare / operate all Laminator functions for all doughs</p>	<p style="text-align: center;">Cream / Icing Lines</p> <p>Organisating and Co-Ordinating of staff Set up / prepare / operate Cream Line 2 for all products Set up / prepare / operate Cream Line 3 for all products Set up / prepare / operate Icing machine Line 1 for all products Set up / prepare / operate Icing Machine Line 2 for all products Set up / prepare / operate Icing Machine Line 3 for all products Adjust and clean & sanitise rosette heads and piston on all Cream Lines</p>
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Other Areas	Ice Cream Plant
Set up / prepare / operate all Packing Area functions for all Products Program main computer for On - Line Printer	Organising and co-ordinating of staff Set up / prepare / operate mix unit 2000 I.C Plan Operate and control Pasteurisation Process Analyse / rectify and control sequence in CITEC system Assess and adjust CIP system I.C Plant Set up / prepare / operate all ice cream depositing functions

In exercising these skills, employees at this Level will not compromise Occupational Health & Safety Standards nor undertake duties for which certified qualifications are required.

FORMAL TRAINING REQUIRED :

TAFE Certificate (relevant to the Baking Industry or Food Manufacturing)

OR TAFE PLUS Course in Food Technology (conducted on site by TAFE)

NOTE : Employees who (at the date of this agreement) have attained the skills required at this level but have not achieved the tertiary qualifications described above will not be excluded from this Level provided that :

- i) The TAFE PLUS Course (on site) is commenced and/or completed before the expiration of twelve months from the date of progression to this Level. **OR**
- ii) they are willing to participate in a Competency Based Assessment by TAFE and have their skills assessed as being equivalent to a trade qualification in the Pastrycook/Baking industry. **OR**
- iii) An accredited course (approved by the Company) is undertaken and/or completed before the expiration of twelve months from the date or progression to Level 5.

If these terms are not met the employee will return to Level 4 until such time as the qualification is achieved.

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LEVELS 6
Technical Specialist and/or Supervisor

(REVISED 5B)

THIS POSITION IS BY APPOINTMENT ONLY

An employee will move to this Level and pay rate when they have been Assessed Competent within the designated areas of work. Then once Competent, Skills will be updated relating to one of the following streams :

Skills Criteria: At Level 6 an employee is :

1. Understands and applies Quality Control techniques.
2. Works from Standards and Procedures .
3. Exercise Supervisory and Leadership Skills.
4. Understand and participate in Setting Quality Standards.
5. Responsible for Planning and Monitoring Work of others.
6. Practices Team Leadership.
7. Performs work under limited supervision
8. Analyse / rectify Process problems throughout the Production Area.
9. Detailed knowledge of the site Production Process and Products.

PRODUCTION

100% of the skills in the group up to No 39 of the complexity of skills list relating to the following Areas.

(In exercising these skills, employees at this level will not compromise Occupational Health & Safety standards nor undertake duties for which certified qualifications are required).

**Ice Cream Plant
Lines 4-5**

Lines 1-2-3-7

FORMAL TRAINING REQUIRED :

Post Trade Qualification

OR

TAFE Certificate (relevant to the Baking Industry or Food Manufacturing) and additional to that required at level 5 OR Accredited tertiary qualification or Training program (approved by the company).

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