

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA02/249

**TITLE:** Tip Top Fairfield Bakeries (NSW) Collective Agreement 2002

**I.R.C. NO:** IRC02/3060

**DATE APPROVED/COMMENCEMENT:** 12 June 2002/21 August 2001

**TERM:** 21 August 2003

**NEW/VARIATION/REPLACEMENT:** New

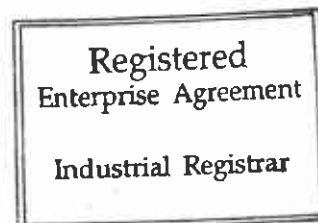
**GAZETTAL REFERENCE:** 9 August 2002

**DATE TERMINATED:**

**NUMBER OF PAGES:** 28

**COVERAGE/DESCRIPTION OF EMPLOYEES:** Applies to all employees whether members of the Federated Clerks' Union of Australia, New South Wales Branch or not, engaged in any of the occupations, industries or callings specified within Tip Top Fairfield that fall within the coverage of the Clerical and Administrative Employees (State) Award.

**PARTIES:** George Weston Foods Ltd t/as Tip Top Bakeries (Fairfield) -&+ Federated Clerks Union of Australia, New South Wales Branch



**TIP TOP FAIRFIELD BAKERIES FAIRFIELD (NSW)  
COLLECTIVE AGREEMENT 2002**

**1. Arrangement  
PART A**

Clause	Subject Matter	Page
1	Arrangement and Title	1
2	Parties Bound	2
3	Definitions	2
4	Contract of Employment	2
5	Savings Provisions	4
6	Relationship to Parent Award	4
7	Wages	4
8	Allowances	5
9	Hours of Work	6
10	Classifications	7
11	Meal Breaks	8
12	Shift and Weekend Loadings	8
13	Overtime	9
14	Casual Loadings	9
15	Redundancy	10
16	Annual Leave	10
17	Long Service Leave	11
18	Flexible Leave	11
19	Sick Leave	14
20	Family Leave	15
21	Jury Service	16
22	Objectives	16
23	Occupational Superannuation	17
24	Occupational Health and Safety	17
25	Labour Hire Employees	17
26	Disputes Procedure	19
27	Rights of Union Members	19
28	Area, Incidence and Duration	21
29	Anti -Discrimination	22
	Part B Tables 1 and 2	23
	Appendix A Probation	24

**PART B  
MONETARY RATES**

Table 1 - Weekly (38-Hour) Rates for Full-time Employees

Table 2 - Allowances

1.1 **Title** - This agreement shall be known as the Tip Top Fairfield Bakeries (NSW) Collective Agreement 2002 (The Agreement).

1.2 This agreement to be a Section 30 of Part 2 Division 1 of the 1996 Industrial Relations Act



## 1. Parties Bound

The parties bound by this Agreement are:

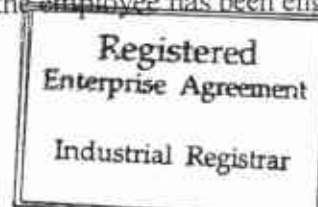
- (a) George Weston Foods Limited Baking Division and the business Tip Top Fairfield Bakeries, its employees and the Union
- (b) All employees whether members of the organization of employees listed in sub-clause (c) hereof or not, engaged in any of the occupations, industries or callings specified within Tip Top Fairfield and covered by the Clerical and Administrative Employees (State) Award.
- (c) Federated Clerks Union NSW Branch (the Union)

## 3. Definitions

- 3.1 **Full-time Employee** means an employee appointed on a continuing basis as a day worker or shift worker as per clause 3.6 and 3.7 whose ordinary hours of work shall not exceed an average of 38 hours per week over an eight week cycle
- 3.2 **Part-time Employee** means an employee appointed on a continuing basis for a specified number of rostered ordinary-time hours per day or days per week as described in clause 9.2 but less than an average of 30 ordinary hours per week over 12 months
- 3.3 **Casual Employee** means an employee who is engaged by the hour as per the Agreement.
- 3.4 **Company** is George Weston Foods Limited (ACN0084296032) trading as "Tip Top Fairfield Bakeries".
- 3.5 **Union** means the Federated Clerks Union, New South Wales Branch, an industrial organisation of employees.
- 3.6 **Shift worker** means an employee appointed on a continuing basis working ordinary hours over 24 hours and seven days clause 9.1.2.a
- 3.7 **Day worker** means an employee appointed on a continuing basis working ordinary hours as per the spread of hours day work clause 9.1.2.b

## 4. Contract of Employment

- 4.1 **Type of Engagement** - Employees employed under this Agreement may be engaged on either a full-time, part-time or casual basis as day worker or shift worker, in accordance with the definitions of those terms as provided under clause 3. Definitions of this Agreement. All new full-time and part-time employees employed by the Company shall be given a letter of appointment by the Company which specifies the type of engagement for which the employee has been employed and the period of probation (if any) which will be applied, together with a brief description of the type of work which the employee will be required to perform and (where relevant) the details of any specific purpose or project for which the employee has been engaged.



4.2 **Probationary Appointment** - A new employee (other than a casual employee) may be appointed on a probationary basis for a period of up to 13 weeks, subject to the following provisions:

4.2.1 **Assessment** - During any probationary period applied by the Company the probationary employee's performance will be monitored and any deficiency will be reported to the employee in writing, together with clear advice as to what changes are required in his/her performance in order to correct that deficiency. Refer to attachment Appendix A

4.2.2 **Termination of Employment** - The employment of a probationary employee may only be terminated in accordance with the provisions of subclause 4.3 of this clause, except that where a probationary employee has previously been advised of a deficiency in the performance of his/her duties but has unreasonably failed to correct that deficiency, then such employee's employment may be terminated by the Company with one day's notice or by the payment of one day's pay in lieu of such notice.

4.2.3 **Other Conditions** - Except as is provided by this subclause, the provisions of this Agreement shall apply equally to probationary employees as to other employees.

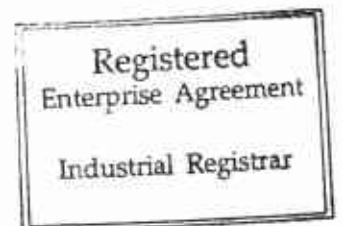
4.3 **Termination of Employment** - Full-time and Part-time Employees -

4.3.1 **Termination by the Company** -

4.3.1.1 An employee may be summarily dismissed for serious misconduct, being conduct by the employee of such a nature as would constitute a repudiation by the employee of his or her contract of employment, including, but not limited to, serious or wilful misconduct, dishonesty, drunkenness, insubordination, or other similar major breach of the employee's obligations as an employee. In such cases the employee shall be entitled only to all wages and holiday pay due to the employee up to the time of such dismissal.

4.3.1.2 Except in the case of summary dismissal for misconduct as provided for in subparagraph 4.3.1.1 above, and/or except in the case of dismissal of a probationary employee for unsatisfactory performance of work as provided for in paragraph 4.2.3 above, and/or (in the case of redundancy) except to the extent that more beneficial entitlements arise under any redundancy agreement or Award applicable to the employee, the Company will give the following notice of termination to continuing employees:

Period of Continuous Service	Period of Notice
Less than 1 year.....	1 week
1 year but less than 3 years .....	2 weeks
3 years but less than 5 years.....	3 weeks
5 years and over .....	4 weeks



Provided that where an employee has had greater than two years continuous service with the Company and is over 45 years of age, an additional one-week's notice will be provided.

4.3.1.3 Payment may be made in lieu of all or part of the notice prescribed in subparagraph 4.3.1.2 above.

- 4.3.2 **Termination by Employee** - Where a full-time or part-time employee terminates his/her employment at his/her own discretion, then the employee shall provide the Company with one week's written notice of termination or shall forfeit one week's pay in lieu of the said notice.
- 4.4 **Termination of Employment - Casual Employees** - Either party may terminate the employment of a casual employee by giving not less than one hour's notice, or by the payment or forfeiture (as the case may be), of one hour's pay in lieu of the said notice.
- 4.5 **Use of Available Skills** - The Company may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training and scope of the Agreement and to use such equipment as may be required, provided that the employee has been properly trained in the use of such equipment.

## 5 Savings Provisions

- 5.1 **Pre-existing Rate of Pay** - Notwithstanding any other provision of this Agreement, no employee to whom this Agreement applies who was employed by the Company in the pay week preceding Aug 21st 2001 and who has been continuously employed by the Company since that date, shall be paid an amount per hour which is less than the employee was paid for the employee's ordinary hourly rate plus shift penalty (if any) for that pay week.  
Any generic company provisions covered in this agreement such as but not limited to all leave provisions; superannuation and allowances shall be no less than the greater of any other agreement at the Fairfield site.
- 5.2 **Disputes Re Matters Not Expressly Provided For** - in the event that a dispute arises between the parties to this Agreement over a matter not expressly provided for under this Agreement, as introduced and/or as varied from time to time, then if such matter is expressly provided for under the provisions of the Clerical and Administrative Employees (State) Award as varied (or any successor Award to that Award), then the provisions of that Award shall apply to the issue in dispute. To the extent, and for the time necessary, the matters which this savings provision applies to shall include (but not be limited to) Award coverage and Classification structure.

## 6. Relationship To Parent Award

**This Agreement** shall be read and interpreted wholly in conjunction with the Clerical and Administrative Employees (State) Award, provided that where there is any inconsistency between this Agreement and the Clerical and Administrative Employees (State) Award, this Agreement shall take precedence to the extent of the inconsistency.

## 7. Wages

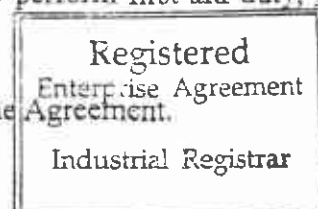
- 7.1 **Applicable Tables** - For the purposes of this clause, all references to Table 1 and Table 2 shall be read as references to Table 1 and Table 2, respectively, of Part B, Monetary Rates, of this Agreement.



- 7.2 **Minimum Rates** - The minimum adult weekly (38-hour) rate of pay for each classification is as set out in Table 1. Any margins applicable to any employee at the time of registration of this agreement shall be added to the minimum base rate for that employee and the aggregate used for the calculation for all purposes.
- 7.3 **Part-time Employees** - shall be paid an hourly rate of pay calculated by dividing the weekly (38-hour) Agreement rate for the appropriate classification as set out in Table 1 by 38 and (where applicable) by applying the loadings specified by clauses 12 and 13 of this Agreement, with a minimum payment of 3.8 hours of the said weekly (38-hour) Agreement rate for each day on which the employee is rostered to work ordinary hours, and with a minimum payment of 12 hours of the said weekly (38-hour) Agreement rate for each week of employment.
- 7.4 **Casual Employees** - shall be paid an hourly rate of pay calculated by dividing the weekly (38-hour) Agreement rate for the appropriate classification as set out in Table 1 by 38 and by applying the loadings specified by clause 14 of this Agreement, with a minimum payment of 3 hours of the said weekly (38-hour) Agreement rate for each engagement. Casual employees shall be engaged and paid by the hour.
- 7.5 **Pay Period** - The Company shall fix a pay period, which shall be common to all of the Company's employees except for production supervisors. Once fixed, such pay period shall not be altered without 14 days notice. In the event that the Company alters the pay period, then employees shall receive an additional pay covering all work performed during the interval between the end of the previously established pay period and the commencement of the new pay period.
- 7.6 **Payment on Termination of Employment** - When employment is terminated all wages and any other payments due shall be paid at the completion of the last week of employment.
- 7.7 **Pay Day** - Employees shall be paid on Thursday of each week, in accordance with subclause 7.6 above. Any employee who is not paid on such day shall be paid overtime rates for all time subsequently worked until payment is made if the circumstances giving rise to such delay are caused by the company.
- 7.8 **Errors in Payment of Wages** - Should a pay be miscalculated or incorrectly shown on a pay slip, the right to claim waiting time shall be waived provided that the employee has been paid the ordinary base rate of pay and provided further that such underpayment or error is corrected within 24 hours of notification by the employee to the pay office of the employer concerned. Where such underpayment or error is not corrected within 24 hours then waiting time as provided by subclause 7.8 shall apply. Any overpayments shall be repaid over an agreed period of time.

## 8. Allowances

- 8.1 **Meal Allowance** - An employee required to work overtime, without at least 24 hours notice, as described in Clause 11.1.1 Meal breaks, shall be paid a meal allowance as set out in Item 1 of Table 2.
- 8.2 **First-aid Allowance** - An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance or similar body, and who is appointed by the Company to perform first-aid duty, shall be paid the amount per week set out in Item 2 of Table 2.
- 8.3 **Allowances** - will be indexed to the relevant percentage increase as per the



## 9. Ordinary-time Hours of Work

### 9.1 Full-time Employees -

9.1.1 **Average ordinary-time hours per week**-The ordinary hours of work shall not exceed an average of 38 hours per week and, except as provided in clause 9.1.2.b Shift Work, shall be worked between the hours of 6.00 a.m. and 6.00 p.m., Monday to Friday inclusive, and between the hours of 6.00a m. and 12 noon on a Saturday

The quantum of ordinary time to be worked (or taken as paid flexible leave) by a full-time employee shall be specified in the employee's contract of employment, within the range of not less than 38 hours nor more than 40 hours per week averaged over each 8-week period, and the hours so specified shall not be varied without the agreement of the employee and the Company and notification to the Union. Such ordinary time shall be worked according to a roster for which the employee has been given at least 2 weeks notice in writing, any changes to an employee's start or finishing times shall have regard to that employee's personal circumstances, and any time worked outside of an employee's rostered ordinary hours shall be paid for as overtime, unless such change to rostered ordinary hours of work is agreed to by the employee.

9.1.2 **Spread of hours** (a) Day workers- Full-time employees may be rostered to work ordinary time between 6am and 6pm Monday to Friday. 6am to 12 noon Saturday

(b) Shift workers- Full time employees may be rostered to work ordinary time any hour of the day and any day of the week

9.1.3 **Hours per shift** - Full-time employees shall be rostered to work ordinary-time shifts of not less than 6 hours nor more than 8 hours per shift. Such shifts shall be unbroken except for a meal break taken in accordance with the provisions of this Agreement. Subject to consultation with the Union and agreement by the members, this clause shall not prevent the introduction of shifts of up to 10 ordinary hours.

9.1.4 **Shifts per day** - Employees shall be rostered to work so that there shall be a break of not less than 12 hours between the end of each rostered ordinary-time shift and the start of the next rostered ordinary-time shift.

9.1.5 **Shifts per Roster Cycle-Shift workers** Rosters shall include no more than an average of 5 ordinary-time shifts per week over a roster cycle of no more than 8 weeks. Within that limit, rosters shall include groups of up to 5 sequential ordinary-time shifts with each such group of sequential ordinary-time shifts to be followed by a long break of no less than 48 hours; provided further that by agreement between the Company and all of the employees affected, a roster may be introduced in a particular workplace (or section of a workplace) in which there are (across the whole roster cycle) an average of at least 48 hours per week included within long breaks that are themselves each of at least 48 hours in duration.

9.1.6 **Shift Rotation-Shift workers** Shifts may be rotated. Different methods of rotation may apply in respect of particular groups or sections of employees in a bakery. Where shifts rotate, the rotation may be weekly, fortnightly, four-weekly or at such other interval as may be agreed from time to time between the Company and a majority of employees affected.

Registered  
Enterprise Agreement

Industrial Registrar

## 9.2 Part-time Employees -

**Ordinary-time hours per week** - The spread of ordinary hours of work, exclusive of meal times, shall be the same as those prescribed for weekly employees, but shall not, in any case, be less than twelve hours per week or four hours per day. The ordinary hours of work shall not exceed eight hours per day.

- 9.2.1 Employees working less than 30 hours per week averaged over 12 months on a regular basis shall be engaged as part-time employees and each such employee's contract of employment shall specify the number of hours per week to be worked as ordinary time (or taken as paid flexible leave) by that employee. Such ordinary time shall be worked according to a roster for which the employee has been given at least 2 weeks notice in writing, and any time worked outside of an employee's rostered ordinary hours shall be paid for as overtime, unless such change to rostered ordinary hours of work is agreed to by the employee.
- 9.2.2 **Spread of hours** - Each part-time employee's contract of employment shall specify the spread of hours in which the employee may be rostered to work ordinary hours of work, provided that there shall not be more than 14 hours between the time specified as the minimum start time and the time specified as the maximum finishing time.
- 9.2.3 **Hours per shift** - Part-time employees shall be rostered to work ordinary-time shifts of no more than 8 hours per shift, provided that where any unbroken shift exceeds 5 hours in duration, then a meal break shall be taken in accordance with the provisions of this Agreement.
- 9.2.4 **Spread of days** - Part-time employees shall be rostered to work not more than one ordinary-time shift on not more than 5 sequential days per week.
- 9.2.5 **Part-time hours of work in writing** - Each part-time employee's contract of employment shall be in writing, signed by the employee and the Company, and shall specify the total ordinary hours per week to be worked by the employee, the spread of hours in which the employee may be rostered to work ordinary hours of work, the days (if any) on which the employee will not be rostered to work ordinary hours. This contract of employment may be varied by agreement between the employee and the Company, subject to the Company informing the employee that he/she is entitled to seek advice from the Union prior to agreeing to any change. Provided that the arrangement of working hours of current part-time employees shall be committed to writing by the Company and, subject to the agreement of the employee, the matters so committed to writing shall thereafter constitute the employee's initial contract of employment under this Agreement.
- 9.3 **Casual employees** may be engaged to work not more than one ordinary-time shift per day of no more than 8 hours per shift, provided that where any unbroken shift exceeds 5 hours in duration, then a meal break shall be taken in accordance with the provisions of this Agreement.

## 10. Classification Structure

The Company and the Union will, during the life of this agreement, discuss the implementation of a skill based classification structure with regards to the employees covered by this agreement.



## 11. Meal Breaks

11.1 **Period of Meal Break** – An employee working a shift of more than 5 hours in duration must be given and must take an unpaid meal break of not less than 30 minutes and not more than one hour, to commence not less than 3 hours and not more than 5 hours after the start of the shift.

11.1.1. **Meal Break Overtime**- An employee working overtime without notice shall be paid a meal allowance and given a meal break in any of the following circumstances:

(a) When required to work two hours or more beyond their scheduled finishing time- an amount set in Item 1, Table 2 - Other Rates and Allowances, of Part B, Monetary Rates. All meal breaks incurred due to working overtime shall be at least a 15 minute crib break and considered time worked.

(b) If overtime continues a further 3 hours or five hours beyond their scheduled finishing time - a further meal break and amount as set in Item 1, Table 2 - Other Rates and Allowances, of Part B, Monetary Rates.

(c) When required to work four or more hours overtime on a rostered day off

(d) Where the employee understands and agrees, an employer may supply them with a suitable meal in which case the allowance set out in paragraphs (a) (b) and (c), of this subclause shall not be payable.

(e) Meal allowances shall be paid not later than the next succeeding pay day, except by mutual agreement

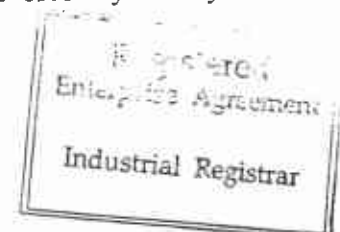
11.2 **If A Meal Break is Not Given** – Where a meal break is not given by the Company within 5 hours of the start of a shift, then the employee concerned shall be paid at the rate of 1.7 times the ordinary-time rate for the period from 5 hours after the start of the shift until the meal break is given, with a minimum of one half hour's pay at such rate, provided that an employee may agree to forego payment of the penalty loading prescribed by this subclause where the continuation of work is required because of genuine emergency circumstances.

11.3 **Continuity of Work** – The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the employee and the Company.

## 12. Shift and Weekend Loadings

12.1 **Night Shift** – An employee whose ordinary hours of work are between midnight Sunday and midnight the following Friday and who are rostered within the hours of 6.00 p.m. one day and 5.00 a.m. the following day, shall be paid a shift loading of 20 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.

12.2 **Saturday Shift** – An employee working ordinary hours of work between midnight Friday and midnight Saturday shall be paid a shift loading of 30 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.



12.3 **Sunday Shift** - An employee working ordinary hours of work between midnight Saturday and midnight Sunday shall be paid a shift loading of 70 per cent of the ordinary hourly rate of the employee's classification for each hour so worked.

### 13. Overtime

13.1 **Loading** - Except as provided by subclause 13.2 below, an employee who works overtime shall be paid at the ordinary hourly rate for the employee's classification plus a loading of 50% for the first two hours worked and a loading of 100% for all hours worked thereafter, provided that all overtime worked between midnight Saturday and midnight Sunday shall attract a loading of 100%

13.2 **Overtime on Public Holidays** - An employee who works overtime between midnight at the start and midnight at the end of New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Anzac Day, Eight-hour Day, Christmas Day and Boxing Day, together with any other days proclaimed or gazetted as a public holiday for the State, shall be paid at the ordinary hourly rate for the employee's classification plus a loading of 150% for all hours so worked.

13.3 **Call Back** - Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, then the employee shall be paid for a minimum of four hours overtime at the appropriate rate.

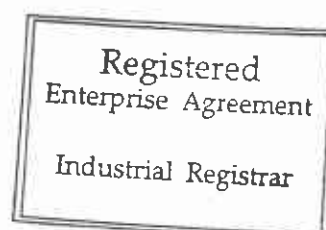
13.4 **Rest Period After Overtime** - An employee who works so much overtime between the termination of his/her work on one day and the commencement of his/her ordinary work on the next that he/she has not had at least 10 consecutive hours off duty between those times, shall either:

13.4.1 be directed by the Company to remain off duty following the completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence; or

13.4.2 be paid at the ordinary hourly rate plus a loading of 100% for all ordinary time worked until he/she is released from duty by the Company for a period of 10 consecutive hours off duty, with no loss of pay for any ordinary working time occurring during any such absence.

### 14. Casual Loadings

14.1 **Ordinary Time** - A casual employee engaged to carry out ordinary-time work covered by the provisions of this Agreement shall be paid as per the Award loadings and at the ordinary hourly rate for the employee's classification, which shall be in substitution for all other loadings and leave entitlements under this Agreement and which shall also include the payment in lieu of annual leave specified for casual employees under the provisions of the *Annual Holidays Act* 1944



## 15. Redundancy

15.1 Where the Company has made a definite decision that it no longer wishes the job an employee has been doing done by anyone and this is not done through the ordinary and customary turnover of labour, and that decision leads to the termination of employment of the employee i.e. excess to requirements, the employee shall be entitled to the following redundancy payments;

- Four (4) weeks notice or the payment of the balance between the actual notice given and four (4) weeks.
- Four (4) weeks payment for each year of service and any uncompleted year will be payed on a pro-rated basis.
- The maximum redundancy payment to any employee shall be 60 weeks.

This clause shall not apply to casuals or employees engaged for a specific period of time or for a specific task/s. Furthermore, this clause shall not apply where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice.

Tip Top Fairfield will at all times seek to minimize the impact of change on existing staff. This will show due regard for the impact of any change on employees remaining at the conclusion of the restructure. For their part employees and the Union acknowledge that change is essential if Tip Top Fairfield Pty. is to improve its competitiveness.

**15.2 Outplacement-** Where the employment is terminated on grounds of redundancy, the Company shall provide the outplacement services to the employee at the Company's expense. The Company shall discuss the selection and engagement of the provider(s) of the outplacement services with the Union prior to their utilisation.

## 16. Annual Leave

**16.1 Quantum of Annual Leave** - Employees other than casual employees shall accrue an entitlement to paid annual leave at the rate 152 hours (20 days) per year for a fulltime employee and pro rated by the number of paid ordinary hours worked (including paid time off) for a part-time employee.

**16.2 Payment while on Annual Leave** - Employees, shift and day workers, other than casual employees shall be paid, while absent from work on paid annual leave, whichever is the greater of:

16.2.1 the ordinary-time pay (including all shift and/or weekend penalties) which they would have otherwise earned as a shift worker during the period of the leave; or

16.2.2 an hourly rate for each hour of leave calculated by dividing the weekly (38 hour) Agreement rate for the appropriate classification as set out in Table 1 of Part B of this Agreement by 38 and adding 17.5 per cent.

**16.3 Amount Used** - For each absence on annual leave the employee's accrued annual leave entitlement shall be reduced by the number of ordinary-time hours which the employee would normally have worked during the period of that absence.

**16.3 Other Provisions** - All other provisions governing annual leave shall be in accordance with the provisions of the *Annual Holidays Act* 1944, provided that the amount prescribed by that Act as payable to casual employees in lieu of annual leave shall be encompassed within the loadings for casual employees provided under clause 14 of this Agreement.

## 17. Long Service Leave

Tip Top Bakeries Fairfield will pay employees Long Services Leave as prescribed in the N.S.W. *Long Service Leave Act 1955* (as amended)

An employee who has completed ten (10) years service with the Company may apply for a period not exceeding twice the period of entitlement. The granting of this provision shall be at the discretion of the Company.

## 18. Flexible Leave

**18.1 Purpose** – The Flexible Leave System has been introduced to provide continuing employees with an opportunity to organise their individual working arrangements so as to give them the best possible balance between their earning capacity and their need for time away from work for personal needs and/or for family responsibilities.

**18.2 Flexible Leave Bank** – At the commencement of this Agreement any existing entitlements to rostered days off and/or deferred public holidays (which were accrued under provisions of the Bread Industry (State) Agreement) will be converted to a money amount in accordance with the number of accrued hours multiplied by the hourly rates payable under this Agreement. A Flexible Leave Bank will be established for each employee and any money amount due to an employee in relation to these pre-existing entitlements shall be paid into that employee's Flexible Leave Bank.

**18.3 Ongoing Accumulation** – Company's Contribution – The Company shall pay into each employee's Flexible Leave Bank each pay day an amount equal to 10% of the employee's total earnings for ordinary time worked during that pay period, including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis. This payment shall be in addition to the employee's ordinary-time earnings and shall be in full substitution for the following matters:

**18.3.1 Public Holiday Payments** – Continuing employees shall not be entitled to any additional penalty loadings for either ordinary time or overtime work on a public holiday beyond those penalty loadings (if any) which apply generally on that day of the week, nor shall they be entitled to any payment from the Company for a public holiday on which they are not required to work.

**18.3.2 Shift Workers Leave** – Continuing employees may be required to work shift work but shall only be entitled to the four weeks annual leave which is prescribed by the *Annual Holidays Act 1944*.

**18.3.3 Restricted Sick Leave** – Continuing employees shall only be entitled to the one week's sick leave prescribed as a minimum entitlement under Section 26 of the *Industrial Relations Act 1996*, and such sick leave shall only be available to employees for absences of two or more sequential working days which are due to the employee's personal illness or incapacity and which are supported by a medical certificate for each such absence.

**18.3.4 Bereavement Leave** – Continuing employees who require time off work in order to undertake family responsibilities shall be granted such time off in accordance with the notice requirements as provided under paragraph 18.8.2, but the payment for that leave shall be drawn from the employee's Flexible Leave Bank.

**18.4 Ongoing Accumulation - Employee's Contribution** - A deduction of 5% shall be made from each employee's total earnings for ordinary-time worked during each pay period, including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis, and this amount shall be paid into the employee's flexible leave Bank, in addition to the Company's contribution provided for under subclause 18.3 above. The flexible leave accumulated under this subclause shall be in full substitution for all rights in relation to paid rostered days off previously provided for under the Bread Industry (State) Agreement.

**18.5 No Accumulation During Paid Leave** - The Company shall not be required to make any contribution to any employee's Flexible Leave Bank in relation to any payments made to an employee who is absent on any form of paid leave (including flexible leave), nor shall any employee's contribution to his/her Flexible Leave Bank be made from any such payments for paid leave.

**18.6 Payment While Absent on Flexible Leave** - An employee who is absent from work on accrued flexible leave, in accordance with the notice requirements provided under subclause 18.8 below, shall be paid the full amount which would have been payable for the ordinary time that he/she would normally have worked during the period of that absence, including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis. The amount so paid shall be deducted from the employee's Flexible Leave Bank.

**18.7 Public Holidays- Flexible Leave On Company's Direction** - An employee who is not required to perform his/her normal duties on a public holiday may be given no less than one week's notice by the Company that he/she is required to take accrued Flexible Leave equal to the ordinary time he/she would have otherwise worked on that day, and if such notice is given then the payment made to the employee for such absence shall be deducted from the employee's Flexible Leave Bank. Provided that where an employee has insufficient credit in his/her Flexible Leave Bank to cover such absences, then he/she may be directed to take leave without pay for that period.

**18.8 Notice Requirements for Taking Flexible Leave** - An employee and his/her supervisor may mutually agree to the taking of accrued flexible leave at any time, for any purpose, and over any desired period. Where such agreement cannot be reached then the employee shall be granted such leave subject to the following notice requirements: *( Clause 18.8.1 to 18.8.6 are only relevant if agreement cannot be reached as in clause 18.8)*

**18.8.1 Absence due to personal illness or incapacity** - If possible prior to the start of any such absence the employee will inform the Company of his/her inability to attend for duty, and, as far as practicable, shall state the nature of the injury or illness and the estimated duration of the absence. Provided further that the notice requirements in this subclause shall not be enforced where the employee is unable to give such notice as a result of his/her illness or incapacity.

**18.8.2 Absence due to family responsibility** - An employee shall be entitled to take accrued flexible leave to undertake responsibilities associated with the care and support of a person who lives in the same domestic dwelling as does the employee and who is the spouse, de facto spouse, same sex partner, child or relative of the employee. In such cases the employee shall, as soon as possible but in any case no later than 2 hours after the start of any such absence, give the Company notice of the intention to take flexible leave, the name of the person requiring care and the nature of that person's relationship to the employee, and the reasons for taking such leave and the estimated duration of the absence. If it is not practicable for the employee to give prior notice of absence, then the employee shall notify the Company by telephone of such absence at the first opportunity on the day of the absence. The employee shall, if required by the Company, establish the illness of the person needing the employee's care by production of a medical certificate or statutory declaration.

Registered  
Enterprise Agreement

Industrial Registrar

**18.8.3 Single-day absences for other purposes** – Subject to paragraph 18.8.5 below, an employee shall be allowed to take accrued flexible leave for a single-day absence where he/she gives the Company one week's notice of his/her intention to do so.

**18.8.4 Multiple-day absences for other purposes** – Subject to paragraph 18.8.5 below, an employee shall be allowed to take accrued flexible leave of more than one day where he/she gives the Company two weeks' notice of his/her intention to do so.

**18.8.5 Minimum staffing levels** – The Company may refuse to allow an employee to take accrued flexible leave under paragraphs 18.8.3 and 18.8.4 above, where allowing such leave would result in the number of employees being absent on paid leave from a particular section of the bakery to be more than the number of employees as provided for under paragraph 18.8.6 below, provided that any employee who is refused leave under this subclause shall be given preference for access to leave once the staffing level in his/her section recovers. Provided further that employees who are absent on workers compensation leave or leave without pay shall not be counted as being absent on leave for the purpose of applying the relevant minimum staffing levels.

**18.8.6 The number of employees** referred to in paragraph 18.8.5 above shall be whichever is the greater of either one employee or a percentage of employees as agreed between the Company and the employees in the particular workplace or section, provided that if agreement cannot be reached as to the percentage applicable under this subclause then the percentage shall be 15% of the employees employed in that workplace or section.

**18.9 Cashing Out of Flexible Leave** – An employee may draw amounts credited to his/her Flexible Leave Bank as money rather than as paid leave, or as a combination of paid leave plus additional money, subject to the following provisions:

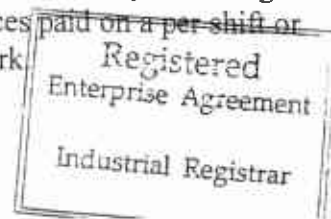
**18.9.1 Maximum cash-out** – At least 25% of the total money amount paid into an employee's Flexible Leave Bank must be taken by the employee as paid leave.

**18.9.2 Notice required** – The Company may require up to two weeks' notice of an employee's wish to withdraw money amounts from his/her Flexible Leave Bank.

**18.9.3 Minimum amount** – The minimum amount which an employee may withdraw from his/her Flexible Leave Bank on any one occasion shall be 50% of the total ordinary-time wages (including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis) which are normally earned by the employee for one week's work.

**18.10 Recording of Flexible Leave** – Flexible Leave System will be administered by the Pay Department and the amount recorded in each employee's Flexible Leave Bank shall be updated once each pay period. The money amount available to each employee as accrued Flexible Leave shall be shown on the employee's pay slip each payday.

**18.11 Maximum Annual Carry Over of Flexible Leave** – Subject to the restriction imposed by paragraph 18.9.1 of subclause 18.9 of this clause, on the first pay day in June each year each employee will be paid out any accrued flexible leave credit which exceeds the amount of ordinary-time wages (including all shift and/or weekend penalties and/or all ordinary-time allowances paid on a per shift or per week basis) which are normally earned by the employee for two weeks' work.



**18.12 Payment on Termination** – If an employee ceases to be employed by the Company for any reason whatsoever, then any accrued flexible leave credit owing to that employee shall be paid to the employee. This payment shall not be counted for the purposes of any other payment due to the employee on termination.

## 19. Sick Leave

**19.1 Quantum of Sick Leave** – Employees will be credited 8 days on commencement and 8 days on each 12-month's anniversary of their commencement date. Each year 3 of these days will be credited to their flexi bank as part of the 10% as referred to in clause 18.3. Five (5) days only per year shall accrue as per the sick leave provision of section 26 of the Industrial Relations Act 1996

**19.2 Access to Accrued Paid Sick Leave** – Employees (other than casual employees) who are absent from work on account of personal illness or incapacity shall be entitled to paid sick leave up to the quantum accrued by the employee, provided that paid sick leave shall not be available to an employee:

19.2.1 during the employee's first three months of service;

19.2.2 for absences of less than one sequential working day;

19.2.3 if the employee fails to provide the Company with an appropriate medical certificate for the whole period;

19.2.4 if the employee fails to notify the Company of his/her inability to attend for duty and/or fails to (as far as practicable) state the nature of the injury or illness and the estimated duration of the absence. Such notification is to be given if possible prior to the start of any such absence, provided that the notice requirements in this subclause shall not be enforced where the employee is unable to give such notice as a direct result of his/her illness or incapacity.

**19.3 Payment While on Sick Leave** – Employees other than casual employees shall be paid, while absent from work on paid sick leave, the ordinary-time pay (including all shift and/or weekend penalties) that they otherwise would have earned during the period of the leave.

**19.4 Amount Used** – For each absence on sick leave the employee's accrued sick leave entitlement shall be reduced by the number of ordinary-time hours, which the employee would normally have worked during the period of that absence.

**19.5 Accumulation From Year to Year** – Any sick leave entitlement which has not been taken in any year of employment shall accumulate from year to year and may be claimed by the employee and shall be allowed by the Company (subject to the conditions prescribed by this clause) in any subsequent year of continuous employment. For the purpose of this subclause, service includes any period of absence on paid leave and continuous service shall be deemed not to have been broken by any period of unpaid leave granted by the Company or by any unpaid absence from work by reason of personal illness, injury, or other reasonable cause (proof of which in each case shall be upon the employee), provided that any such unpaid leave shall not be taken into account in computing the total period of service for accrual purposes.

19.6 **Access Prior to Approval of Workers Compensation** - Employees who have made an application for payment pursuant to the Workers Compensation Act 1987, shall be entitled to access accrued sick leave, up to quantum accrued by the employee, provided that such payment shall be adjusted with the employer in the event the employee is entitled to workers compensation payments, so as to ensure that neither the employer or the employee does not receive both sick leave and workers compensation for the same period of time.

19.7 **Absence due to personal illness or incapacity** - If possible, prior to the start of any such absence the employee will inform the Company of his/her inability to attend for duty, and, as far as practicable, shall state the nature of the injury or illness and the estimated duration of the absence. In such cases of leave without prior written notice the employee may be required to prove to the satisfaction of the Company that the leave was genuinely necessary due to his/her personal illness or incapacity, but provided that a medical certificate shall not be required in relation to the first two such single-day absences in any one year. Provided further that the notice requirements in this subclause shall not be enforced where the employee is unable to give such notice as a result of his/her illness or incapacity.

## 20. Family Leave

20.1 **Entitlement** - In addition to the leave provided under paragraph 18.8.2 of subclause 18.8 of clause 18, Flexible Leave, but subject in all cases to the agreement of the Company, an employee (other than a casual employee) who is responsible for the sole care and support of a person or responsible for a person who lives in the same domestic dwelling as does the employee, and who is the spouse, de facto spouse, same sex partner, child or immediate relative of the employee, may, for the purpose of undertaking those responsibilities, elect to:

20.1.1 take unpaid leave;

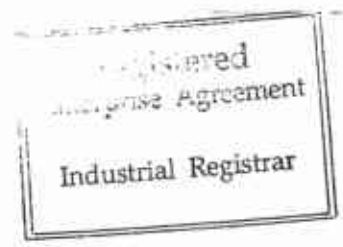
20.1.2 take accrued annual leave not exceeding five days in any calendar year;

20.1.3 take time off in lieu of payment for overtime worked, at a time or times agreed with the Company. In such cases the amount of time allowed off shall be equal to the amount of time worked as overtime. Where time off in lieu under this provision has not been sought by the employee and allowed by the Company **within 4 weeks** of the overtime having been worked by the employee then the employee shall be paid for the overtime worked at the overtime rates provided under this Agreement;

20.1.4 take time off work and then work the same amount of additional time on a later date, at the ordinary-time rate of pay for the hours so worked, even where the additional hours so worked would otherwise attract payment at overtime rates under other provisions of this Agreement.

20.1(a) **Not Limiting** - It is to be understood that paragraphs 20.1.1, 20.1.2, 20.1.3 and 20.1.4 are intended to be facilitative only, and are not to be read as limiting any rights and/or obligations of employees and/or of the Company in relation to absences from work for purposes other than for family leave.





## 21. Jury Service

21.1 **Entitlement** - An employee, other than a casual employee, shall be allowed leave of absence during any period when required to attend for jury service.

21.2 **Payment During Jury Service** - During any leave of absence for jury service an employee shall be paid the difference between the jury service fees received and the employee's normal rate of pay.

29.5 **Proof** - An employee shall be required to produce to the Company proof of jury service fees received and proof of requirement to attend and attendance on jury service and shall give the Company notice of such requirement as soon as practicable after receiving notification to attend for jury service.

## 22. Objectives

The objectives of this Agreement are:

- (a) To provide a foundation for Tip Top Fairfield to be a sustainable, competitive and best practice Company.
- (b) To provide employees with an opportunity to secure satisfying and rewarding jobs.
- (c) To ensure that where changes are necessary; employees are treated with respect and dignity.
- (d) To recognise and respect the representative role of the Union and to promote and encourage collective bargaining and agreement making.
- (e) To engender a positive and co-operative work environment where employees, the union and management act together to address difficulties and develop solutions to any problems that present themselves.
- (f) To facilitate a culture of continuous improvement.
- (g) To ensure that employees wages and working conditions are protected and improved as a total package throughout the life of this Agreement.
- (h) To improve the competitiveness and profitability of Tip Top Fairfield operations by continuously reviewing productivity, quality of service and reliability.
- (i) To improve the job security, wages, conditions, career opportunities and quality of working life of employees by creating a framework for continuous improvement and business change which will enhance Tip Top's trading position and increase profitability.
- (j) To recognise and meet the needs of Tip Top's customers through the development of a total organisation committed to customer focus and quality.

### 23. Occupational Superannuation

Contributions made by the employer in accordance with this clause and the current legislation, shall be made as follows:

- 23.1 The employer shall offer each employee when required a choice between the Australian Retirement Fund (ARF), George Weston Foods Retirement Fund, and the Clerical Administrative Related Employees (CARE) Superannuation Fund.
- 23.2 The employee shall nominate the fund into which contributions shall be made.
- 23.3 Contributions shall comply with legislative and trust deed requirements.

### 24. Occupational Health and Safety

- 24.1 The safety and health of employees is of great concern to the Company. The Company aims to conduct all its operations with full regard to the health and safety of employees, customers and the community and with the utmost consideration for the environment. The parties to this Agreement recognise the responsibility of all employees of working in a safe manner at all times in compliance with statutory and local requirements. The responsibilities of the Company and all employees are set out in both the George Weston Foods Limited Safety Policy and the Tip Top Fairfield Bakeries Safety Strategy.
- 24.2 **Protective Equipment** - The Company shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather and shall provide all necessary protective clothing so as to ensure the health, safety and welfare of its employees in accordance with the requirements of the *Occupational Health and Safety Act 1983*. The company will provide suitable protective gloves, masks, earmuffs or earplugs, footwear and work outer clothing where the process so requires. An employee who is supplied with any of the protecting equipment specified herein shall wear or use, as the case may be, such protective equipment in such a way as to achieve the purpose for which it is supplied. Such requirements may be varied to accommodate a certificate from the company's occupational physician.
- 24.3 **Care of Equipment** - Employees are responsible for the care and safekeeping of all issued equipment and clothing and shall return each article to the Company on request or on termination of their employment.

### 25. Labour Hire Employees

The following shall govern conditions under which the company will engage a labour hire firm:

- 25.1 The company's preference is to carry out as much of the site's operations as possible with company employees
- 25.2 Notwithstanding the above, there may be occasions which require the use of a labour hire firm. Generally, the need for a labour hire firm would occur either because
  - (i) A permanent vacancy has arisen, or
  - (ii) A non-permanent vacancy has arisen of a short term.
  - (iii) An emergency situation of a short term nature has arisen where customer or operational requirements have changed

25.3 Where a permanent vacancy arises, the company may utilise a labour hire firm to recruit new employees. These employees shall remain employees of the labour hire firm for no longer than two months. At the completion of that month the Company shall employ those same employees as casual employees for a period to be not longer than three months for such time that they commenced employment at the Company. At the completion of the three-month period the said employee shall be made a permanent employee.

25.4 Where a non-permanent, short-term vacancy arises then the Company may engage the use of a labour hire firm only where it is agreed that;

- (i) existing employees of the Company, either full-time or casual, are unable to perform the work to be done and;
- (ii) that all other avenues available have been exhausted by the company to cover the additional work; and
- (iii) that the company employees who have voluntarily elected to go on the overtime list, have been asked to cover the vacancy
- (iv) the company will inform the FCU delegate/s of the causes giving rise to the engagement of a labour hire firm.
- (v) The employment of a labour hire firm will not continue for more than one month or they will become a company casual employee.

25.5 Where a long-term, non-permanent vacancy arises the Company will;

- (i) Offer the position to an existing Company casual or;
- (ii) Where no existing casual seeks the position the company may offer the position firstly to an existing labour hire employee or to a newly recruited labour hire firm employee. The said labour hire employee will only remain at Tip Top Fairfield as a labour hire firm employee for no longer than one month, or for a period mutually agreed between the relevant Department Manager and the Site FCU Delegate. Labour Hire employees shall only be engaged for periods in excess of one month, where such employee is relieving for absences caused by long service leave, extended annual leave or undefined periods of workers compensation or sick leave. In the event that the above categories do not meet particular circumstances, parties may mutually agree on other arrangements. Following the completion of that month, or agreed period, the employee will become an employee of the Company as a Fixed Term Employee pursuant to **Clause 4** of this Agreement.

25.6 Where a company engages a labour hire firm the company's contract with the labour hire firm will include the following provisions:

- (i) Casuals will be paid according to the terms and conditions of this Agreement.

25.7 In accordance with the above, it is also accepted that where a vacancy arise either permanent or short-term on shift work, the first opportunity to fulfil this vacancy will be given to existing permanent day shift employees of the Company provided that the duties as are within the employee's skills and competence.

## 26. Disputes Procedure

- 26.1 **Any question, dispute or difficulty** arising out of the operation of this Agreement shall be dealt with in the following manner:
- 26.2 **The employee** involved shall refer the matter to his or her immediate Supervisor/Manager for resolution. The Supervisor/Manager will, in normal circumstances, provide an answer within 24 hours
- 26.3 **Notification** – The employee, or Union on the employee's behalf, is required to notify the Company (in writing or otherwise) as to the substance of the grievance or dispute, to request a meeting with the Company for joint discussions and to state the remedies which are sought.
- 26.4 **Graduated Process** – A grievance must initially be dealt with as close to its source as possible. If the matter is not then resolved the employee may confer with his or her Union representative within working hours and together the matter will be discussed with representatives of the Company. There shall be further discussions and resolutions at higher levels of authority, and responsible time limits must be allowed for discussions at each level of authority. During this process an officer of the Union may represent the employee.
- 26.3 **Finalisation** – If the matter has not been resolved to the employee's satisfaction by these discussions, then the Company must provide a written response to the employee's grievance, including reasons for not implementing any proposed remedy.
- 26.4 **Reference to Commission** – Nothing in this clause shall be taken as limiting either party's right to refer a matter in dispute to the Industrial Relations Commission of New South Wales.
- 26.5 **In the event** of a dispute, normal work must continue until an agreement is reached or the dispute is otherwise resolved.
- 26.6 **The above procedure** will also apply in respect of disputes, questions or difficulties, which relate to more than one employee.

## 27. Rights of Union Members

- 27.1 **Members** – The Company recognises the right of all employees to become a member of the Union and to inform the Union of any alleged breach of this Agreement and/or of any industrial legislation, and to receive the assistance of the Union in claiming any benefit to which the employee is entitled under this Agreement and/or under any industrial legislation. Moreover, the Company's standard "acceptance of employment forms" shall contain forms expressly authorising the Company to forward to the Union such details as are required for an application for membership of the Union, and also expressly authorising the Company to deduct such amount by way of Union subscriptions as may apply from time to time under the rules of the Union, and to remit such subscriptions to the Union.
- 27.2 **Delegates** – The Company shall recognise any duly accredited delegate(s) of the Union where it is advised by the Union that the person concerned has been elected/appointed as a delegate in accordance with the rules of the Union, and shall afford such delegate(s) reasonable assistance in carrying out their Union duties and functions. In electing delegate(s) employees shall be mindful of the percentage representation of women within the bakery workforce and, where possible,

shall ensure that women delegate(s) are encouraged to nominate for such a position. The Union shall supply a list of all authorised delegates.

## 27.3 Union Matters

### 27.3.1 Copy of Agreement

Registered  
Enterprise Agreement  
Industrial Registrar

Each employee shall upon request be supplied with a copy of this Agreement.

### 27.3.2 Union Representation

#### (i) Delegates

The Company recognises the delegates who are elected by the employees as the on-site representatives of the Union.

#### (ii) ASU Delegates Rights (Federated Clerks Union NSW Branch)

- (a) ASU delegates will be allowed access to induction/orientation sessions for new employees to explain details of the operation of the Agreement and this appendix and other matters related to the benefits of joining the ASU. Where no formal induction/orientation, ASU delegates will be given reasonable time with new employees to discuss these matters.
- (b) Tip Top Fairfield recognises the need to keep employees briefed and informed about issues arising from the Agreement and other industrial matters. This activity can include but may not be limited to providing Union delegates with reasonable time for the distribution of authorised Union materials. This activity must be conducted in a manner that does not disrupt the business.
- (c) Subject to written notification to the Company and approval in advance, and subject to operational requirements, additional leave for attendance of ASU delegates at significant Union forums.
- (d) Subject to operational requirements of Tip Top Fairfield and written application in advance, and agreement by the Company, ASU members and other employees may be granted leave without pay for secondment to work in the Union office.

#### (iii) Delegates Business

Subject to prior approval of the designated manager, delegates will be allowed reasonable paid time to conduct legitimate Union business/recruitment with company employees.

#### (iv) Right of Entry

Subject to prior and acceptable arrangements being made with management and observation of all relevant O. H. & S. and Environmental policies and procedures an authorised Union representative is entitled to enter at all reasonable times upon the premises and interview and/or meet any employee(s) but not so as to interfere unreasonably with the employer's business.

Registered  
Enterprise Agreement  
Industrial Registrar

### 27.3.3 Union membership

The Union will be given a reasonable opportunity to recruit new members. Accordingly, a time will be allowed for the delegates to discuss Union matters with new employees as soon as practicable.

### 27.3.4 On-site meetings

By mutual agreement of the employer and the Union, meetings may be held to consider and discuss matters relating to this Agreement. Except where otherwise agreed, two (2) days notice of the meeting will be given to the employer. Arrangements satisfactory to the Company are to be made for the maintenance of essential services during the meeting.

### 27.3.5 Freedom of Association

Consistent with the provisions of the New South Wales Industrial Relations Act 1996, the Company recognises the rights of the employees covered by this Agreement to:

- (i) Join a registered Union; and
- (ii) Exercise their rights pertaining to Union membership.

27.3.6 The Company agrees to take reasonable steps to assist and encourage employees to exercise these rights. In particular new employees will be:

- (i) Advised that the Company supports the role of the Union in the work place; and
- (ii) Provided with a Union enrolment card as provided for in clause 27.1 and introduced to the Union work place delegate upon commencing work.

## 28. Areas, Incidence and Duration

28.1 **Coverage** - This Agreement shall be binding on the Company in respect of all its employees employed at Tip Top Bakeries Fairfield, who come within the jurisdiction of the Clerical and Administrative Employees (State) Award, and it shall, except as provided for under subclause 5.1 of clause 5, Savings Provisions, of this Agreement, rescind and replace the Bread Industry (State) Agreement published 24 February 1995 (284 I.G. 136), as varied to the extent of that coverage.

28.2 This Agreement rescinds and replaces the Miscellaneous Workers' & Tip Top Fairfield Bakeries (NSW) Enterprise Agreement, 1997 (IRC 1667 of 1997) with regards to employees covered by the FCU Agreement.

28.3 **Operation** - This Agreement shall take effect from the first pay period on or after 21<sup>st</sup> August 2001 and shall remain in effect for a period of 24 months.



## 29. Anti-Discrimination

- (i) It is the intention of the parties bound by this award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and carer's responsibilities.
- (ii) It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award that, by its terms or operation, has a direct or indirect discriminatory effect.
- (iii) Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- (iv) Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977;
  - (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.
- (v) This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

### NOTES

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

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

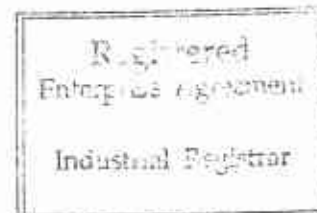
**PART B**  
**MONETARY RATES**

**Table 1 - Weekly (38-Hour) Rates for Full-time Employees**

Classification	Ordinary-time Base Rate of Pay Per 38 Hour week Excluding Margins		
	From 1/8/2000 \$	From 21/8/2001 + 3.5%	From 21/8/2002 +3%
	Level 5	452.60	468.44
Level 4	473.50	490.07	504.77
Level 3	507.20	524.95	540.70
Level 2	548.90	568.11	585.15
Level 1	609.50	630.83	649.75

**Table 2 - Allowances**

Item No.	Brief Description	Amount Payable \$	Amount 21/08/2001	Amount 21/08/2002
1	Meal Allowance	9.50 per meal	9.85	10.15
2	First-aid (when appointed by Tip Top Fairfield as first-aid officer)	7.80 per week	8.05	8.30





## Appendix A PROBATIONARY EMPLOYEE PERFORMANCE REVIEW

**THIS FORM MUST BE COMPLETED FOR ALL PROBATIONARY EMPLOYEES.**

NAME: ..... DATE OF REVIEW: ----/----/----

DEPARTMENT: ..... REVIEWED BY .....

JOB CLASSIFICATION: Level ..... POSITION: .....

EMPLOYEE'S SIGNATURE: .....

MANAGERS/SUPERVISOR'S SIGNATURE: .....

Above each skill dimension tick the box that you feel best to describe the skill level reached by the employee. You **MUST** provide examples based on past employee behaviour.

SAFE WORK PRACTICES				
Safe work practices.	Well below acceptable standard.	Requires extra safety supervision.	Works in a safe manner.	Always observes and promotes rules.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

HACCP				
Effectively complies to HACCP standards	Unacceptable level of compliance	Less than expectable level of compliance	Fully acceptable level of compliance	Always complies and promotes HACCP

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JOB MOTIVATION				
Extent to which employee demonstrates interest in and obtains personal satisfaction from job activities and responsibilities	Demonstrates little/no interest satisfaction in job.	Demonstrate some satisfaction /interest in job.	Demonstrates full satisfaction /interest in job.	Satisfaction /interest in job consistently exceeds level required.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

<b>INITIATIVE /DRIVE</b>				
Self-starting. Taking action to achieve job requirements.	Needs to be prompted to take action.	Needs some prompting to take action.	Demonstrates some examples of originating actions.	Actively attempts to influence events and originate action.

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>WORK STANDARDS</b>				
Meeting job performance standards.	Does not meet performance standards.	Meets some performance standards.	Meets all performance standards.	Exceeds the performance standards.

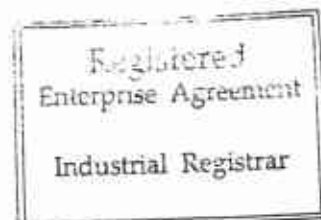
COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>MACHINE OPERATION</b>				
Using the relevant machine or technology to the standard required by management or the process.	Unacceptable standard of machine operation.	Less than acceptable level of machine operation.	Fully acceptable level of machine operation.	Consistently above standard of operation required.

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>TEAM IMPACT</b>				
Initial and ongoing team impact. Ability to get along with others.	Unable to get along with team members.	Some ability to get along with team members.	Able to get along with team members.	Excellent ability to get along with team members.

COMMENTS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



<b>PROBLEM ANALYSIS</b>				
Ability to locate root cause of a problem and generate data/ideas and action for solution.	Does not obtain relevant information and reaches inappropriate conclusions.	Obtains some relevant information and often able to reach appropriate conclusions.	Obtains relevant information and makes appropriate decisions.	Obtains relevant information and makes relevant solutions beyond requirements.

COMMENTS: \_\_\_\_\_

<b>PRACTICAL LEARNING</b>				
Obtaining and applying job related information.	Unable to learn and apply job related information.	Able to learn and apply some job related information.	Learns and applies all required job related information.	Consistently learns and applies more job related information than required.

COMMENTS: \_\_\_\_\_

<b>WORK HABITS</b>				
Work habits consistent with company policy eg. punctuality and attendance.	Does not meet work habit requirements.	Usually meets work habit requirements.	Always meets work habit requirements.	Consistently exceeds work habit requirements.

COMMENTS: \_\_\_\_\_

<b>ADAPTABILITY/FLEXIBILITY</b>				
Maintains effectiveness in different jobs and areas.	Unable to maintain effectiveness in different jobs and areas.	Sometimes maintain effectiveness in different jobs and area.	Always maintains effectiveness in different job and areas.	Consistently exceeds requirements.

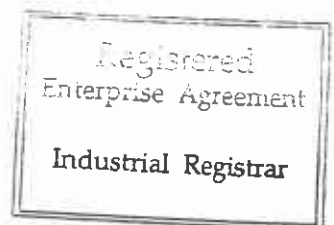
COMMENTS: \_\_\_\_\_



<b>ORAL COMMUNICATIONS</b>				
Uses effective communication. Able to express ideas and thoughts clearly and concisely.	Frequently has problems being understood through poor expression.	Sometimes able to be understood and express ideas and thoughts clearly.	Usually able to be understood and express ideas and thoughts clearly.	Consistently able to be understood and express ideas and thoughts clearly.

**COMMENTS:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>OVERALL COMMENT ON PERFORMANCE TO DATE</b>	<b>POTENTIAL (MAKE A JUDGEMENT OF THE EMPLOYEES FUTURE POTENTIAL TO THE COMPANY)</b>



Signed for and on behalf of  
Tip Top Bakeries  
Fairfield

Signature: *[Handwritten Signature]*

Name: Michael Cook

Witness: *[Handwritten Signature]*

Name: KATHY USTON

Signed for and behalf of the  
Federated Clerks Union NSW Branch

Signature: *[Handwritten Signature]*

Name: Michael WANT

Witness: *[Handwritten Signature]*

Name: Fiona Hancock

