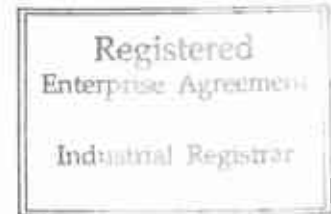


REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/59

TITLE: Tip Top Bakeries Chatswood Maintenance Enterprise Agreement 1997

I.R.C. NO: 98/162

DATE APPROVED/COMMENCEMENT: Approved 28 January 1998 and commenced 8 September 1997

TERM: Expires 8 September 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 8

COVERAGE/DESCRIPTION OF

EMPLOYEES: All employees who are engaged in any of the occupations, trades, industries or callings covered by the Metal and Engineering Industry (New South Wales) Interim Award

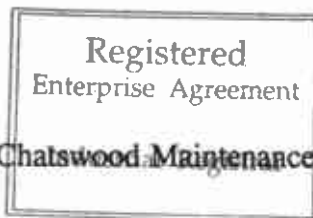
PARTIES: Tip Top Bakeries Chatswood -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch

Registered
Enterprise Agreement

Industrial Registrar

TIP TOP BAKERIES

CHATSWOOD MAINTENANCE
ENTERPRISE AGREEMENT
1997



1.0 TITLE

This agreement shall be known as the Tip Top Bakeries Chatswood Maintenance Enterprise Agreement 1997.

2.0 ARRANGEMENT

The agreement is arranged as follows:

<u>Subject Matter</u>	Clause No.
Aim and Objective of Agreement	14.0
Application	3.0
Arrangement	2.0
Apprentices	13.0
Australian Workplace Agreements	11.0
Avoidance of Industrial Disputes	19.0
Casual/Contract Labour	10.0
Date and Period of Operation	5.0
Parties Bound	4.0
Payroll Deduction for Union Fees	12.0
Precedence of Agreement	17.0
No Extra Claims	18.0
Relationship to Parent Award	6.0
Renegotiation of Next Agreement	21.0
Right of Entry for Union Officials - Shop Stewards	9.0
Shift Arrangement - Attachment A	20.0
Signatures for Agreement	22.0
Superannuation	16.0
Title	1.0
Trade Union Training Leave	8.0
Training	15.0
Wages	7.0

3.0 APPLICATION

This agreement shall apply at Tip Top Bakeries, 51 Alleyne Street, Chatswood to all employees who are bound by the terms of the Metal and Engineering Industry (New South Wales) Interim Award insofar as those provisions relate to the parties referred to in clause 4 of this agreement.

4.0 PARTIES BOUND

The parties bound to this agreement are:

- 4.1 Tip Top Bakeries Chatswood hereon referred to as "The Company".
- 4.2 The Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, known as the Australian Manufacturing Workers Union hereon referred to as "The AMWU".
- 4.3 All employees whether members of the organisation of employees named in 4.2 of this clause or not who are engaged in any of the occupations, trades, industries or callings specified in the Metal and Engineering Industry (New South Wales) Interim Award hereon in referred to as "the Award".



5.0 DATE AND PERIOD OF OPERATION

This agreement shall operate for two (2) years from Monday 8th September, 1997 and will be certified by the New South Wales Industrial Relations Commission. The expiry date shall be 8th September, 1999.

6.0 RELATIONSHIP TO PARENT AWARD

- 6.1 This Agreement shall be read wholly in conjunction with the Award mentioned in Clause 4 Sub Clause 4.3. Provided that where there is any inconsistency between this agreement and the Award this Agreement shall take precedence to the extend of any inconsistency.
- 6.2 It is a condition of this agreement that the Award is maintained entirely as it stood on the 8th September, 1997 and as varied from time to time relating to Allowances.
- 6.3 This agreement incorporates the Contract of Employment for all current and newly recruited employees outlined in Clause 4 of this agreement, including Apprentices and Trainees.

7.0 WAGES

All wage increases will be accumulative and based on existing enterprise shop rates.

- 7.1 A wage increase of six point five percent (6.5%) as well as a \$20.00 catch-up rate will be paid from the first available pay period on or after Sunday 14th September, 1997.

7.2 A second Wage increase of three percent (3%) shall be paid in the first available pay period of April 1998.

7.3 A third wage increase of two percent (2%) shall be paid in the first available pay period of April 1999.

8.0 TRADE UNION TRAINING LEAVE (T.U.T.L)

The parties are committed to enhancing the skills of Accredited Union Delegates that may lead to improved industrial relations, communications and negotiating skills at the enterprise level. To this end, the parties agree to Five days (5) paid Trade Union Training Leave per year. To allow for due consideration of shift rosters and envisaged workload within the enterprise, the AMWU commits to at least 3 weeks notification of courses on offer. Management will not unreasonably withhold T.U.T.L. One Delegate per annum.

9.0 RIGHT OF ENTRY FOR UNION OFFICIALS - SHOP STEWARDS

Right of Entry for Union Officials shall reflect the current practice with Clause 25 of the award representing the minimum.

9.1 Management is to be informed by the Union Official or Delegate of the intended visit of the AMWU Official providing the approximate time of arrival and duration of visit.

9.2 Upon Arrival the AMWU Official shall report to the main reception, sign the visitors book and request to see the accredited delegate or proxy, who in turn will notify management of the Officials presence on site. Officials and Delegates will be permitted to interview employees in Company time after discussion with Management giving due consideration of workload.

9.3 Accredited Union Delegates shall be allowed to conduct relevant Union business on company time after discussion with Management. Time spent will be reasonable with consideration for company workload.

9.4 The Company agrees to supply access to telephones and fax machines to accredited Union Delegates for relevant Union/Company business.

9.5 This Clause waives the 48 hour notification period required by the Industrial Relations Act 1996 (N.S.W.).

10.0 CASUAL/CONTRACT LABOUR (C.C.L.)

The parties to this agreement are committed to a permanent and permanently employed workforce. To this end Casual and Contract Labour will be kept to an absolute minimum recognising emergency situations.

10.1 C.C.L. shall not be employed any longer than thirty (30) days at a time.

10.2 C.C.L. shall be paid no less than permanent employees and paid the relevant classification.



10.3 Management shall not substitute the permanent workforce/positions with C.C.L.

10.4 Permanent employees will be offered overtime prior to the employment of C.C.L. in an attempt to avoid the use of C.C.L. In the event the employment of C.C.L. is unavoidable, once C.C.L. has been engaged permanent employees shall be offered overtime and change of shift arrangements before such overtime and shifts are offered to C.C.L.

Registered
Industrial Register

11.0 AUSTRALIAN WORKPLACE AGREEMENTS

There will be will no Australian Workplace Agreements or Individual contracts within the life of this agreement.

12.0 PAYROLL DEDUCTION FOR UNION FEES

The Company agree to provide and maintain payroll deduction for union fees for employees nominating to use the facility. Deductions shall commence after written authorisation from the employee concerned.

13.0 APPRENTICES AND TRAINEES

The Company agrees to examine increasing the number of Apprentices or Trainees currently employed. The Contract of Training will be as outlined in the Award with Apprentices and Trainees receiving paid training approved by the Industry Training Advisory Board resulting in a consistent national qualification. The Company agrees to pay for TAFE fees and text books upon the Apprentice/Trainee producing receipts.

14.0 AIM AND OBJECTIVE OF AGREEMENT

The aim of this agreement is to continue to maintain a permanent workforce, improve skills, productivity, efficiency and flexibility within the Chatswood Bakery. It is also the intent of this agreement to increase job satisfaction and job security.

15.0 TRAINING

The parties to this agreement are committed to a highly skilled and flexible workforce with skills used and held resulting in a nationally consistent qualification relevant to the Chatswood Bakery. The Company and Employees agree to monitor and update skills when required.

To assist in this process the parties to this agreement agree to examine the feasibility of implementing the National Metal and Engineering Competency Standards. The AMWU commits to assisting in this examination.

15.1 The Company and Employees agree to implement on site for all Mechanical Tradespersons the National Restricted Electrical Licence - Disconnect, Reconnect. The Company agrees to pay for all costs associated with attaining the skills and licence.

15.2 The enrolling of Employees at TAFE for the National Restricted Electrical Licence Disconnect-Reconnect will be decided at the enterprise level by agreement between Management and Employees.

15.3 An employee will only be directed to perform duties within their level of skill, competence and training.

16.0 SUPERANNUATION

The Company agrees to maintain the existing Superannuation Scheme. Should the company desire to change the scheme this shall only be done after consultation and agreement of employees concerned.



17.0 PRECEDENCE OF AGREEMENT

This Agreement shall not be used to establish precedence in other Tip Top Bakeries or other enterprises except by agreement of the parties to this Agreement.

18.0 NO EXTRA CLAIMS

The Parties to this Agreement will not pursue any extra claims for the life of this agreement.

19.0 AVOIDANCE OF INDUSTRIAL DISPUTES

Clause 12 of the Award shall apply in relation to Avoidance of Industrial Disputes.

20.0 SHIFT ARRANGEMENT - ATTACHMENT A.

The agreed shift arrangement is designed to operate within the parameters of the Award. Appropriate shift Loading and overtime rates apply. (SEE ATTACHMENT A)

21.0 RENEGOTIATION OF NEXT AGREEMENT

The parties agree to commence negotiations for the next agreement no later than (3) months prior to the expiry date of this agreement. The parties agree to bargain collectively. AMWU officials can be invited to participate should the employees request such participation.

22.0 SIGNATURES FOR AGREEMENT

22.1 On behalf of the Company



[Handwritten Signature]
(Signature)

20/12/97
(Date)

Robert PAYNE Bakery Support Manager ✓
(Print Name and Title)

22.2 On behalf of the AMWU

[Handwritten Signature]
(Signature)

24/12/97
(Date)

Assistant State Secretary
BRIAN MASON
(Print Name and Title)

[Handwritten Signature]
(Signature)



NSW STATE SECRETARY - PAUL BASTIAN
(Name and Title)

Registered
Enterprise Agreed
Industrial Registrar

ATTACHMENT A - SHIFT ARRANGEMENT

1.
S 4am - 2pm
M 6am - 2pm
T 6am - 2pm
W 6am - 2pm
Th 6am - 12noon
F Off
S Off
2.
S off
M 6am - 2pm
T 6am - 2pm
W 6am - 2pm
Th 6am - 2pm
F 6am - 2pm
S Off
3.
S 10pm - 6am@ 30%
M 10pm - 6am@ 30%
T 10pm - 6am@30%
W 10pm - 6am@30%
Th 10pm - 6am@ 30%
F Off
S Off
4.
S Off
M 10.05am - 6.05pm
T 10.05am - 6.05pm
W 10.05am - 6.05pm
T 2.00pm - 10.00pm
F 2.00pm - 10.00pm
S Off
5.
S 2pm - 12 midnight @ 50% for first 3 hours and 100% for remaining hours of shift
M 6pm - 4am@ 30%
T 6pm - 4am @ 30%
W 6pm - 4am@ 30%
Th Off
F Off
S Off

- * Saturday - will be voluntary rotating between all crew members.
- * The Award provisions apply for this shift arrangement.
- * Each Maintenance employee is issued a permanent shift.
- * Shift changes can be made by agreement through the Award.