



1 March 2004

AWA – Conditions of Employment

Please find attached a copy of the proposed AWA, and Information Statement from the Office of the Employment Advocate.

The AWA sets out the terms and conditions of employment proposed by your new employer.

As you are about to embark on a new career with the employer you have 14 days in which to consider the terms and conditions of employment. Employment is conditional upon acceptance of the terms and conditions outlined in the AWA. If you do not accept the terms and conditions of employment please let the employer know as soon as possible.

If you wish to accept the terms and conditions of employment please sign the AWA no earlier than Monday 15 March 2004. Please bring back the signed form on this date so that we can file the documents with the Office of the Employment Advocate.

The time period to consider the AWA is important. During this time you have the opportunity to ask any questions that you may have about the meaning and effect of the AWA.

Please contact me if you have any queries.

Yours Faithfully

A handwritten signature in black ink, appearing to read "D Dilger".

David Dilger
Human Resources Manager

Phone 0362 339 999

Mobile 0428 238 819

e-mail ddilger@banjos.com.au

Banjo's AWA Framework Agreement 2004

Declaration by the Employer

EITHER:

(where there has been no amendment to the clauses contained in the Banjo's AWA Framework Agreement)
 I, (name of person representing employer),
 of (name of company)

herby declare that this AWA is in the exact terms and conditions as the Banjo's AWA Framework Agreement and the wording has not been emended in any way, (except to provide signatures OR to increase the minimum hourly rate of pay specified).

Signed:
 Position:
 Dated:/...../.....

OR:

(where there has been amendment to any of the clauses contained in the Banjo's AWA Framework Agreement)
 I, (name of person representing employer),
 of (name of company)

herby declare that this AWA has been based on the Banjo's AWA Framework Agreement and the wording has been amended in the following ways. [Please outline all amendments - attach a further page if necessary].

.....

Signed:
 Position:
 Dated:/...../.....

To ensure priority processing - please remove this page and place it as the FIRST page of this Agreement when lodging with the OEA

13.1	7 Day Trade	21
13.2	Roster	21
13.3	Swapping Shifts	21
13.4	Rest Periods	21
13.5	Meal Breaks	22
13.6	Bans, limitations and restrictions on the performance of work	22
13.7	Make Up time	22
14.	OCCUPATIONAL HEALTH AND SAFETY	22
14.1	Legislation	22
14.2	Hygiene	22
14.3	Smoking	22
14.4	Drugs and Alcohol	23
14.5	Accident Reporting	23
14.6	Workers Compensation	23
14.7	Uniforms	23
15.	TRAINING	23
16.	CONFIDENTIALITY	24
17.	DOCUMENTS AND OTHER PROPERTY	24
18.	POLICIES	24
19.	PERSONAL INFORMATION	25
20.	VALUABLES AND PERSONAL EFFECTS	25
21.	DISPUTE RESOLUTION	25
22.	REDUNDANCY	26
22.1	Period of notice of termination due to redundancy	26
22.2	Severance Pay	26
22.3	Time off during notice period	26
22.4	Alternative employment	26
22.5	Employee Leaving During Notice	26
22.6	Written Notice	27
22.7	Transfer to lower paid duties	27
22.8	Employees with less than one year service	27
22.9	Employees Exempted	27
22.10	Incapacity to Pay	27
23.	ANTI DISCRIMINATION CLAUSE	27
24.	PRIVATE WORK	29
25.	EXTERNAL BENEFITS	29
26.	INTELLECTUAL PROPERTY	29

1.	TITLE	6
2.	PARTIES BOUND	6
3.	VARIATION	6
4.	RELATIONSHIP TO AWARD	6
5.	PERIOD OF OPERATION	6
6.	DEFINITIONS	6
7.	CLASSIFICATIONS	10
8.	HIGHER DUTIES	14
9.	RATES OF PAY	14
9.1	Wages	14
9.2	Payment of Wages	14
9.3	Future Wage Increase	14
9.4	Product Allowance	15
10.	CONTRACT OF EMPLOYMENT	15
10.1	Probationary Period	15
10.2	Termination	15
10.3	Abandonment	16
11.	LEAVE CONDITIONS	16
11.1	Annual Leave	16
11.1.1	Period of Leave	17
11.1.2	Time of Taking Leave	17
11.1.3	General Rules as to Annual Leave	17
11.1.4	Annual Leave Loading	17
11.1.5	Payment of Annual Leave	17
11.2	Personal leave	17
11.3	Bereavement Leave	18
11.3.7	Unpaid Bereavement Leave	18
11.4	Carer's Leave	18
	Paid Carer's Leave	18
	Unpaid Carer's Leave	19
11.5	Public Holidays With Pay	19
11.6	Parental Leave	19
11.6.1	Maternity Leave	19
11.6.2	Paternity Leave	20
11.7	Long Service Leave	20
11.8	Special Leave	21
11.9	Jury Service	21
12.	SUPERANNUATION	21
13.	HOURS OF WORK	21

Schedule 1	30
Wages	30
Schedule 2	42
Long Service Leave Acts	42
Schedule 3	43
Voluntary Preferred Hours Form	43
Schedule 4	44
Signatures	44

1. TITLE

The Dingleton Pty Ltd (Coffs Harbour) Agreement 2004 ("the Agreement").

2. PARTIES BOUND

This Agreement shall apply to the Bakery Café business Dingleton Pty Ltd trading as Barjo's Bakehouse Coffs Harbour ("the employer") situated at Shop 6 Palm Shopping Centre, Harbour Drive, Coffs Harbour in NSW in respect of the employees listed in Schedule 4 to this Agreement.

3. VARIATION

This Agreement may be varied during its term if the employee and the Employer agree. The variation must be in writing and must be approved by the Employment Advocate in accordance with the Workplace Relations Act 1998.

4. RELATIONSHIP TO AWARD

- 4.1 The content of this Agreement deals with all the conditions and entitlements of employment covering the employment relationship between the parties.
- 4.2 The Agreement seeks to provide guidance, security, and infrastructure of a co-operative and productive workplace.
- 4.3 The Agreement displaces the Baking Industry Award (TAS), Pastrycooks, &c., Employees (state) award, Restaurants, &c., Employees (state) award (NSW), Hospitality Industry - Restaurant, Catering and Allied Establishments Award - South-Eastern Division 2002, Baking Industry Award - Southern & Mackay Divisions 2003 (QLD) Liquor and Accommodation Industry - Restaurants - Victoria - Award, Pastrycooks (Victoria) Award 1989, and the Shop Distributive and Allied Employees Association - Victorian Shops Roping-In (No 1) Award 2003 in their entirety except where expressly stated otherwise.

5. PERIOD OF OPERATION

This Agreement shall commence as at the [insert date] or the day after the approval notice is issued by the Employment Advocate (whichever is the later) and expire on 3 years after the commencement date. After the agreement has expired, either party after giving two days written notice to the other, may file a termination notice with the Employment Advocate under s170VM(6) or its successor. Regardless of the expiry date the same terms and conditions of this Agreement shall continue to apply until it is replaced by a new agreement.

6. DEFINITIONS

- 6.1 "Baking Employee" - means an employee classified below (clause 7 - Classifications) as one of the levels of Baking Employee. Such employees will be employed to carry out primarily production duties (eg the making and/or baking and/or distribution of bread products, yeast raised products, cakes, biscuits, pies, savouries, pastries, sweets, pizza and/or other similar products however described), but nothing in this clause shall prevent the employee from being directed to carry out other duties within their capabilities (eg cleaning, front counter service).
- 6.2 "Casual Employee" - means an employee who is irregularly engaged, as and when required by the employer and each engagement will constitute a separate Contract of Employment. There is no continuing expectation of employment, although the employee may at times work regular periods for a short time (ie periods less than 3 months). A casual employee shall receive a 25% loading on the ordinary hourly rate in clause 7 in lieu of annual

leave, personal leave and Holidays with pay. The minimum period of engagement is three (3) hours. The parties acknowledge that casual employment is offered and accepted by mutual agreement. The employer and the employee will take into account the needs of the business, personal, study and family commitments in the offer and acceptance of casual employment to facilitate flexible working arrangements.

6.3 "Continuous Service" - means for the purposes of this agreement service from the commencement of employment. This period shall not be affected by the number of hours worked each week. Continuous service shall not be deemed to have been broken because of:

- A. absences of up to 90 days resulting from accidents, or illnesses which are covered by medical certificates, in accordance with Clause 11.2 - Personal Leave of this agreement; or
- B. absences for any cause as contained in the Agreement or any cause for which leave has been granted by the employer.

6.4 "Fixed Term Contract" - means the engagement of an employee for a specified period of time, task or project. The period or nature of the engagement will be specified in writing before the commencement of employment. Each engagement (where an employee has been engaged for more than a specified period of time, task or project) stands alone and does not cumulate for periods of continuous service. At the conclusion or expiry of the fixed term there is no continuing expectation of work. The employee may or may not be offered further employment. An employee and the employer may agree to extend the term of the fixed term/task contract during the life of the contract where there are extenuating circumstances affecting the operational requirements of the business. Such agreement must be in writing. An employee and the employer cannot agree to extend the term of the fixed term/task contract after the expiry of the contract.

6.5 "Full Time Employee" - means an employee who is appointed as such and works in accordance with an agreed roster or at agreed times on a regular basis for 40 hours a week over a two week period.

6.6 "Holidays With Pay" - Employees are entitled to the following Holidays with Pay each year on the following days, provided that they normally work on that day: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Regional Show Day, Sovereign's Birthday, Christmas Day and Boxing Day.

6.7 "Misconduct" - means conduct that is of such a nature that a reasonable employer could conclude that the behaviour was of such a nature that they would not be expected to continue employment. This is a technical legal meaning and should not be confused with the term "misdemeanour".

Examples of what constitutes misconduct include any of the following:

- Abusive behaviour towards customers and/or staff and/or any member of the public;
- Serious breach of Occupational Health and Safety standards;
- Consuming or being under the influence of alcohol without authorisation whilst working;
- Discriminatory behaviour and/or sexual harassment;
- Disclosing confidential information without authorisation;
- Conflict of interest;
- Misuse of company property and communication tools for the purposes of accessing inappropriate materials eg. internet/mobile communications;
- Fighting (physical assault);
- Fraud;
- Theft of money or property (including giving away product) from the business (in this case the employee expressly agrees that the employer may deduct any monies stolen from the employee's accrued entitlements or unpaid wages.);
- Repeated, deliberate and wilful failure to comply with terms and conditions of employment contract;
- Engaging in any conduct which will seriously injure the reputation or standing of the business;
- Refusing to comply with any lawful or reasonable instruction given to the employee by the employer or the employer's delegate (i.e. supervisor);
- Any other matter deemed to be misconduct at Common Law.

Termination for misconduct is without notice and does not require previous formal warnings because of the seriousness of the behaviour. It is important to recognise that the employer must establish the misconduct through the established counselling and discipline policy procedure.

6.8 "Ordinary Hours - Sales employees Only" - means the following hours of work

- (i) from Monday to Sunday inclusive
- (ii) between the hours of 6:00am to 8:00pm on all days
- (iii) not more than 5 days in any 1 week
- (iv) not more than 80 hours in any 2 week period,
- (v) not more than 10 hours per day (excluding meal breaks).

6.9 "Ordinary Hours - Baking employees Only" - means the following hours of work

- (i) from Monday to Sunday inclusive
- (ii) between the hours of 2:00am to 6:00pm on all days
- (iii) not more than 5 days in any 1 week
- (iv) not more than 80 hours in any 2 week period,
- (v) not more than 10 hours per day (excluding meal breaks).

6.10 "Overtime for Sales employees Only" - means the following hours of work

- (i) More than 5 days in any 1 week
- (ii) Before the hours of 5:00am and after the hours of 8:00pm on all days
- (iii) In excess of 80 hours in a two week period,
- (iv) In excess of 10 hours per day (excluding meal breaks)
- (v) Overtime must be directed by the manager, or designated representative before it is worked, as distinct from where the employee has voluntarily sought additional hours for their own personal/family reasons (see "Voluntary Hours" 6.18 below).

(vi) Overtime is paid at the rate of an additional 50% per hour on top of the ordinary hourly rate

(vii) There is an expectation that employees will work reasonable overtime at the direction of the employer

(viii) In computing overtime each days work shall stand alone.

(ix) All penalty or overtime rates for employees who receive a loaded rate shall be calculated on the ordinary time rate excluding the loading ie. An additional 50% equates to 1.75 x the ordinary unloaded hourly rate.

6.11 "Overtime for Baking employees Only" - means the following hours of work

- (i) More than 5 days in any 1 week
- (ii) Before the hours of 2:00am and after the hours of 6:00pm on all days
- (iii) In excess of 80 hours in a two week period,
- (iv) In excess of 10 hours per day (excluding meal breaks)
- (v) Overtime must be directed by the manager, or designated representative before it is worked, as distinct from where the employee has voluntarily sought additional hours for their own personal/family reasons (see "Voluntary Hours" 6.18 below).

(vi) Overtime is paid at the rate of an additional 50% per hour on top of the ordinary hourly rate

(vii) There is an expectation that employees will work reasonable overtime at the direction of the employer

(viii) In computing overtime each days work shall stand alone.

(ix) All penalty or overtime rates for employees who receive a loaded rate shall be calculated on the ordinary time rate excluding the loading ie. An additional 50% equates to 1.75 x the ordinary unloaded hourly rate.

6.12 "Part Time Employee" - means an employee who works in accordance with an agreed roster on a regular ongoing basis for less than 40 hours a week.

There are two categories of part time employees. Part Time employees who do not receive a loaded rate [as described in (1) below] and Part Time Employees who receive a loaded rate [as described in (2) below].

- (1) Part-time employees engaged to work fifteen (15) or more hours per week shall be entitled to the holidays, annual leave and personal leave as prescribed in Clauses 11.1 - Annual Leave, 11.6 - Paid Public Holidays and 11.3 - Personal Leave, provided that payment therefor shall be made at the rate normally paid to such employees for a similar period of time worked. The wage rates payable per hour shall be (1/40) of the relevant weekly wage rate. Provided that nothing in this clause shall prevent a part time employee from requesting to be paid at the loaded rate as per clause 6.12 (2) below in lieu of annual leave, personal leave and paid public holidays.
- (2) Part-time employees engaged to work less than fifteen (15) hours per week shall be paid per hour (1/40) of the weekly rates prescribed for the work they perform. In addition thereto such employees shall receive a loaded rate that being twenty per cent (25%) of the ordinary hourly rate in respect of each hour for which they work; such additional amount to be payment in lieu of annual leave, personal leave and paid public holidays.
- (3) Part time employees may agree with the employer to vary their contracted hours. A variation will not, in the case of an extension of hours, attract an overtime penalty. A variation will not, in the case of a reduction of hours, result in a penalty.

6.13 "Probationary Period" - Means a set trial period whereby the employer and the employee seek to determine whether they, and/or the other party have the requisite operational/ personal capacity, and/ or fit and/ or motivation to continue the employment relationship.

All new employees commence employment on either

- a. a fixed term contract (as defined), or
- b. a non fixed term probationary period.

The probationary period will be set out in the individual contract of employment before the commencement of employment. The term of the probationary period shall be no less than (1) one calendar month and no more than (3) three calendar month(s) after the commencement date. A new/ or continuing contract of employment may or may not be offered at the completion of the probationary period.

Note: Where an employee is subject to a non fixed term probationary period [B.13 (b)] the employer must provide the employee with performance counselling, or advice as to the operational requirements of the business before any decision is made to offer/ renew or decline a new/ or continuing contract of employment. The employer shall complete a probationary review before the end of the probationary period under the following terms:

- (i) Where the employer has determined that the employee has satisfactorily completed their probation that their employment will continue; or
- (ii) Where the employer as a consequence of the probationary review(s) has determined that the employee has not satisfactorily met the employer's work performance requirements, or that the operational requirements of the business do not require the continuation of the employee's contract of employment, the employee shall be informed of the outcome of the final review and shall be given one days notice of termination of employment or payment in lieu thereof.
- (iii) Provided that should the employer fail to complete the final required probationary review within the time specified the employee will be deemed to have successfully completed the probationary employment period unless the failure to review occurs due to circumstances beyond the Banjo's control.

During 6.13 (b) (ie non fixed term probationary period) either party may provide 1 days notice to bring the probationary period and the employment relationship to an end. There is no requirement under 6.13 (a) (ie fixed term contract) to provide notice as the fixed term contract already establishes the expiry date at the commencement of the employment relationship.

6.14 "Replacement Employees" - A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave. A replacement employee will be informed of the temporary nature of the employment and the rights of the employee who is being replaced.

6.15 "Salaried Employee" - is an employee who receives an annualised salary. Salaried employees are expected to work as many hours as are required to meet the requirements of their contract of employment. There are no overtime hours or penalty rate provisions. The annualised salary takes into consideration that the salaried employee will work what may otherwise described as overtime or penalty hours without any additional remuneration. The only positions that are able to receive an annualised salary are within Levels Five, Six and Seven. The weekly salary must be no less than the current agreement rates averaged over a 4 week period.

6.16 "Sales Employee" - means an employee classified below (clause 7 - Classifications) as one of the levels of sales employee. Such employees will be employed to carry out primarily front counter services duties, but nothing in this clause shall prevent the employee from being directed to carry out other duties within their capabilities (eg cleaning, basic production tasks).

6.17 "Trainee" - means a person undergoing -

- a. a training course under a training agreement or vocational placement agreement; or
- b. an apprenticeship under a training agreement or vocational placement agreement;

Trainees as contained in (a) shall be paid at a minimum: the rates prescribed in the Federal *National Training Wage Award* and are subject to any other terms and conditions as specified in the relevant State Training Act, and their Individual Training Agreement. Provided that nothing in this clause shall prevent the employer from

paying the trainee Junior rates as contained in the agreement where the rate is higher than the *National Training Wage Award*.

Trainees as contained in 6.17 (b) shall be paid the rates prescribed in Schedule 1 and are subject to any other terms and conditions as specified in the *appropriate state legislation (as above)* and their Individual Training Agreement. All other conditions of employment for trainees shall be in accordance with this agreement and the legislation as amended from time to time.

Subject to any applicable legislation part time employees engaged to work an average of fifteen (15) or more hours per week shall qualify for a Traineeship.

6.18 "Voluntary Hours" - means hours outside, or in excess of ordinary hours where the employee has voluntarily sought additional hours for their own personal/family reasons. Payment is made at the employees ordinary hourly rate not at the overtime rate. The employee must request to the voluntary hours in writing (see Schedule 3 - Voluntary Preferred Hours Form) in advance of undertaking the hours.

7. CLASSIFICATIONS

Level One

Baking Employee

An employee on entry to the bakery industry and without relevant work experience who undertakes induction training which may include information on the enterprise, conditions of employment, introduction to supervisors and fellow employees, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, equal employment opportunity and quality control/ assurance.

An employee at this level performs routine duties essentially of a manual nature and to the level of their training:

- 1. exercises minimal judgement
- 2. works under direct supervision

An employee at this level is undertaking structured training so as to enable them to work at Bakery Employee Level Two.

Promotional Criteria

An employee shall remain at this Level until he or she is capable of effectively performing the tasks required at this level through assessment by the employer. Once so assessed or certified an employee shall progress to Level 2.

If an employee has previous experience in the industry this shall be considered and they will be paid accordingly. Upon an employee completing six months at level one they will automatically have their level raised to Level 2 or higher depending on their assessments.

Level Two

Baking Employee

Includes an employee who has completed up to six months structured training so as to enable the employee to perform work within the scope of this level.

An employee at this level undertakes elementary tasks under routine supervision associated with the production of bread or other products including:-

- loading and/or unloading product from machines
- housekeeping duties including the cleaning and storage of bakery equipment
- maintaining simple records
- understand basic concepts of quality as they relate to the preparation of food products
- understands and works from basic written and/or spoken instructions

- is able to, where relevant, store, check, pack, dispatch, document, invoice and store goods and / or materials as required

Sales Employee

Includes an employee who has completed 6 months relevant experience in the retail industry or in the alternative an employee with a designated cleaning role. An employee at this level performs, under direct supervision, basic sales and customer service and liaison duties, or in the alternative specific cleaning duties requiring the exercise of little or no discretion. Duties may include:-

- operation of cash register
- preparation of food including salad rolls etc
- visual merchandising
- sales and customer assistance

Cleaning Role Only

- general cleaning

Promotional Criteria (Sales)

An employee shall progress to a Level 3 (Sales) position upon the completion of Certificate 2 in Retail Operations.

Promotional Criteria (Baking)

An employee shall progress to a Level 3 (Baking) upon the completion of Certificate 2 in Food Processing (including either Plant Baking, Sales or Retail Baking streams).

PROVIDED that an employee engaged predominantly on cleaning duties will remain at this level until required by the employer to perform duties at the next level for which the employee is qualified by virtue of training or experience other than as required by Clause 8 - Higher Duties

Level Three

Baking Employee

Includes an employee working above the skills of an employee at level two and has completed Certificate 2 in Food Processing (including either Plant Baking or Retail Baking streams) and :-

1. Is responsible for the quality of their own work.
2. Works under routine supervision either individually or in a team environment.
3. Exercises discretion within the level of their skills and training.

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

- operates with flexibility between tasks and/or production processes;
- operates machinery and equipment requiring the exercise of discretion, knowledge and skill beyond that of an employee at Level Two;
- merchandising skills after 3 months (but not less than 260 working hours) of experience;
- maintain records;
- understands and applies basic quality control / assurance techniques and initiates remedial action;
- use of basic keyboard skills;

Sales Employee

Includes an employee working above the skills of an employee at level two and has completed Certificate 2 in Retail Operations and :-

1. Is responsible for the quality of their own work.
2. Works under routine supervision either individually or in a team environment.
3. Exercises discretion within the level of their skills and training.

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

- sales techniques
- general product knowledge
- loss prevention
- general cleaning
- wrapping and packaging of goods
- interpretation of detailed instructions and work procedures
- sales and customer assistance
- interpersonal communication
- pricing and ticketing
- information technology
- stock display
- slicing of bread

Level Four

Baking Employee

Employees at this level will be employed as Senior Baking Assistants.

Includes an employee who works above and beyond the skills of an employee at Level Three and to the level of their training and who:-

1. co-ordinates work in a team environment or works individually under general supervision
2. assists in the provision of on-the-job training to the limit of their training and experience
3. is responsible for assuring the quality of their own work
4. works from relatively complex instructions and procedures and exercises discretion within the limit of their skills

Indicative tasks which an employee at this level may perform are:-

- operating a variety of baking and other equipment requiring diverse skills and/or knowledge
- detailed knowledge of the production and/or distribution process of the business
- devising and/or providing in-store display and product demonstration and have appropriate product knowledge
- lubrication and basic non trade maintenance of bakery equipment
- intermediate keyboard skills

Sales Employee

Includes an employee who works beyond the level of skill of a Bakery Employee Level Three (Sales). Employees at this level will be employed as Senior Sales Assistants.

Employees at this level work under general supervision and exercise discretion within the scope of this grade.

Indicative tasks which an employee at this level may perform are:-

- sales techniques
- general product knowledge
- loss prevention
- general cleaning
- wrapping and packaging of goods
- interpretation of detailed instructions and work procedures
- assistance to a limited degree in on-the-job training
- reconciliation of cash register
- maintain/establish paper-based filing/ records systems in accordance with set procedures
- supervision of other sales staff within scope of their authority
- opening and closing of premises and associated security
- sales and customer assistance
- interpersonal communication
- pricing and ticketing
- information technology
- stock display
- slicing of bread
- handling cash including security measures
- stocktaking
- ordering of stock not requiring the exercise of discretion
- sole responsibility for the shop front area on a limited basis for the minor part of the trading day

Level Five

Baking Employee

An employee at this level performs work above and beyond the skills of an employee at Baking Level Four and to the level of their training and qualifications, applies skills acquired through the successful completion of a trade certificate level (ie completion of Apprenticeship or Certificate 3 Retail Baking or Plant Baking or through equivalent qualification).

Employees at this level will be employed as Bakers. They :-

1. Understand and apply quality control techniques.
2. Exercise discretion within the scope of this level.
3. Perform work under general supervision either individually or in a team environment.
4. Exercise good interpersonal and communication skills

Indicative tasks which an employee at this level may perform are as follows:-

- mixes and makes doughs;
- prepares sugar products for ornamental purposes;
- inspects and approves product to established standards;
- assists and/or provides on-the-job training;
- supervises the work of Baking employees;
- operate any relevant lifting equipment;

Sales Employee

Includes an employee who works beyond the skill level of a Bakery Employee Level Four - Sales. Must have completed Certificate 3 in Retail Operations/ Supervision. Employees at this level will be employed as Sales Managers and are required to exercise both discretion and initiative.

Indicative tasks which an employee at this level may perform are:-

- management of a defined section;
- supervision of other sales staff
- sole responsibility for the shop front area on a regular basis for the major part of the trading day
- ordering stock
- use of a visual display unit
- rostering
- cash reconciliation
- detailed product knowledge
- detailed visual merchandising skills
- training of other sales staff
- opening and closing of premises and associated security

Level Six

Baking Employee

An employee at this level works above and beyond the skills of an employee at level Five and:- is capable of basic fault finding and minor maintenance of baking machinery, etc;

Employees at this level will be employed as Production Manager. In the performance of these duties such an employee:

- is responsible for the efficient operation of a designated work area;
- is responsible for the work of other employees;
- may provide on-the-job training;

- possesses a sound knowledge of the employers operation;
- understands and implements safety, quality control and hygiene, etc, techniques;
- is responsible for the quality of the product.

Level Seven

Baking Employee

An employee at this level works above and beyond the skill and/or responsibility level of all other Baking employees. Employees at this level will be employed as Bakery Manager.

Such an employee is:-

- responsible for the overall manufacturing process of the enterprise including quality and hygiene techniques;
- responsible for the supervision of all employees in any designated work area and provides relevant guidance and on the job training;
- responsible for liaison with management regarding production requirements;
- responsible for inventory and stock controls as well as receipt of raw materials and dispatch of finished product;
- involved in determining daily or weekly work schedules;
- required to furnish regular reports on production activities and other relevant information.

8. HIGHER DUTIES

Where an employee is appointed to assist/relieve/act in any role at a level higher than that for which they are employed, the following must be applied

8.1

For the performance of the normal tasks of the higher duty employee for periods in excess of 3 hours on any one shift, the higher rate of payment for that period must be paid.

8.2

For the performance of higher duties for periods of less than 3 hours on any one shift, the normal rate of payment will be paid.

8.3

A Trainee (as defined) is not eligible to be paid for higher duties where they are performing supervised higher duties as part of their structured training.

9. RATES OF PAY

The rates of pay are expressed below, however individual employees may be paid higher rates based on particular skills and responsibilities. Individuals may negotiate a higher rate of pay. Where a higher rate of pay is negotiated it must be recorded in their contract of employment.

9.1 Wages

Wage rates for Employees covered by this Agreement shall be equal to or greater than those prescribed in Schedule 1

9.2 Payment of Wages

Wages shall be paid fortnightly in arrears direct into an account nominated by the employee no later than on the (nominated morning) 'Pay Day' unless there are circumstances beyond the control of the employer. Pay Day may be changed at the discretion of the employer provided that the employer gives two weeks notice of this to the employees.

9.3 Future Wage Increase

The wage rates contained in 9.1 shall increase by the corresponding percentage (%) increase to the tradesman's rate of any National Wage Case decision of the Australian Industrial Relations Commission, from 12 months after the anniversary of the agreement's commencement date following that decision. Eg if the National Wage Case awards a \$15.00 per week increase to the Tradesman's rate in the Metal Industry Award amount of \$477.20 the percentage (%) increase would be $[(15/477.20 \times 100)] = 3.14\%$. The Agreement rate would then be increased by 3.14% eg $\$13 \times 1.0314 = \13.41 per hour.

9.4 Product Allowance

In addition to the wage rates listed above in 9.1 the employer will provide at no cost to the employee, the employer's product to the value of \$5.00 (retail cost) [excludes pre-packaged drinks] per day to be consumed at the store on the employee's normal working day. The entitlement is not transferable to other persons, and does not cumulate. Employees must seek permission before they access this entitlement so that the store may record such details in their production records.

9.5 Time Sheets

All employees must fill out and have their manager sign off their time sheets whether they are on a salary, weekly or hourly rate of pay. Failure to correctly fill out the time sheet may result in no pay being provided for that period worked. Deliberately attempting, or incorrectly signing on or off may result in disciplinary action including termination of employment.

10. CONTRACT OF EMPLOYMENT

10.1 Probationary Period

(a) All new Employment is subject to a probationary period (as defined in clause 8.13) except where expressly agreed in writing.

10.2 Termination

Employee period of service

Period of notice

Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks
Casual employees	1 shift
Probationary Period (as non fixed term defined 6.11(b))	1 day

* Where the employee is at least 45 years old they shall be entitled to an additional weeks notice provided that they have had at least 2 years continuous service with the employer.

a. The parties agree that the notice period is for the purposes of providing: (a) for the employer, a period where they may choose to retain the employee, who is leaving their service, so that they can recruit, retrain or restructure for the vacated position, and (b) for the employee, so that they can make alternative employment arrangements whilst at the same time maintaining either continuity of employment or wages in lieu of.

b. Where it is not practical to give the required period of notice, the employer may payout the period of notice in lieu of the notice period or the employee may forfeit the period of notice payment in lieu of the notice period. The employer may in their sole discretion waive the requisite amount of notice.

c. An employee may give notice whilst on a defined period of approved sick leave.

d. An employee must not give notice and then seek to take sick leave.

e. The parties can only give notice to the other party during annual leave where the other party agrees. Where the other party does not agree to the giving of notice the party must conclude the period of annual leave before any period of notice is given.

f. On termination of employment the employee will be paid any accrued annual leave and/or notice entitlement, subject to them having returned all company property, including uniforms. The employer is entitled to retain any monies owed to the employee (eg wages and accrued entitlements) where the employee has not returned company property, including uniforms.

g. If misconduct (as defined) is found to have occurred as a result of the counselling and discipline policy process, the employer may dismiss the employee without notice and pay wages up to time of dismissal only. Furthermore the employee will only be entitled to annual leave entitlements but not to proportionate leave on termination (eg if an employee, who has lawfully resigned, has been employed for 2.5 years and has not taken leave they would be entitled to 8 weeks leave (ie 4 weeks per year) and 2 weeks proportionate leave on termination. If that same employee's employment were terminated for misconduct they would forfeit the 2 weeks proportionate leave on termination but not the entitlement to 8 weeks leave.)

h. The above provisions apply equally to employees who fail to give notice to the employer. This means that unless the employer agrees to waive the notice period provided, the employee may be liable for the payment of notice. This may be deducted from accrued entitlements (eg annual leave, long service leave) or by way of separate legal proceedings.

i. Where the employee fails to provide the requisite amount of notice the employee will only be entitled to annual leave entitlements but not to proportionate leave on termination (eg if an employee, who has lawfully given notice, has been employed for 2.5 years and has not taken leave they would be entitled to 8 weeks leave (ie 4 weeks per year) and 2 weeks proportionate leave on termination. If that same employee's employment were terminated for abandonment they would forfeit the 2 weeks proportionate leave on termination but not the entitlement to 8 weeks leave.)

j. Your contract of employment may be terminated, subject to the applicable workers compensation legislation and common law test of frustration, where incapacity results in your inability to perform your primary duties.

k. All payments made as a result of termination of the contract of employment will occur on the next nominated pay day. No payment will be made on the date of termination, unless it is the nominated pay day.

10.3 Abandonment

10.3.1 An employee, other than an employee who is on leave which is authorised by the employer under the provision of this Agreement, will be taken to have abandoned their employment if they are absent from work for a period in excess of three consecutive rostered shifts without notifying the employer PROVIDED that the employer has made reasonable attempts to contact the employee during that period.

10.3.2 If an employee is dismissed as a result of abandonment, the termination of employment will operate from the date of the employee's last attendance at work. NO notice is payable. The employee will be entitled to annual leave entitlements but not to proportionate leave on termination (eg if an employee, who has lawfully given notice, has been employed for 2.5 years and has not taken leave they would be entitled to 8 weeks leave (ie 4 weeks per year) and 2 weeks proportionate leave on termination. If that same employee's employment were terminated for abandonment they would forfeit the 2 weeks proportionate leave on termination but not the entitlement to 8 weeks leave.)

11. LEAVE CONDITIONS

11.1 Annual Leave

- 11.2.3 The employee shall, no less than 1 hour prior to the commencement of personal leave, inform the employer of the employee's inability to attend for work and where practicable, state the nature of the illness or injury and the estimated duration of the absence (except where there are circumstances of the illness or injury that reasonably prevents the employee from doing so.)
- 11.2.3 The employer shall not be required to make any payment in respect of accumulated personal leave credits to an employee who is discharged or leaves his or her employment, or for any time an employee is absent from work without producing evidence sufficient to the employer of personal illness. An employee may be required to produce a medical certificate for any single day absences.
- 11.2.4 Part Time employees are entitled to the personal leave entitlement on a pro-rata basis. If a Part Time employee works on average 30 hours per week in a 40 hour week that employee would be entitled to accumulate personal leave at a rate of $30/40 = 75%$ [75% of 80 hours = 60 hours] For example, based on an assessment of the previous 4 week practice, if a part time employee worked 3 days a week (Monday, Wednesday, Friday) for 5 hours a day if that employee was sick on a Monday they would be paid for 5 hours on that day and 5 hours would be deducted from their 30 hour entitlement. If that employee was sick on a Tuesday there would be no entitlement as it is not a day they are scheduled to work.
- 11.2.5 The employer may request a sick leave certificate for part or all of any personal leave absence in order to provide a medical certificate when requested will result in the absence being unpaid.
- 11.2.6 Personal leave is payable as ordinary time only. No overtime rates are payable on persons' leave. Therefore if an employee is scheduled to work 4 ordinary hours and 4 overtime hours an employee in sick they are entitled to 8 hours ordinary pay.
- 11.2.7 Casuals and Part Time employees who receive a loaded rate have no Personal Leave Entitlement.

11.3 Bereavement Leave

- 11.3.1 Full time employees are entitled for up to 3 days (24 hours) of paid personal leave as part of the personal leave entitlement (as per Clause 11.2) on the death of a member of their immediate family (as defined below as amended) or a member of the employee's household.
- 11.3.2 The term 'immediate family' includes: Spouse (including a former spouse, a de facto spouse or a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the partner of that person on a bona fide domestic basis although not legally married to that person, child or an adult child (including an adopted child, a step child, a foster child), parent (including foster parent, step parent, parent in law and legal guardian), grandparent, grandchild or sibling of the employee or spouse of the employee.
- 11.3.3 No payment will be paid if the leave coincides with any other period of paid leave.
- 11.3.4 Part Time employees are entitled for up to 30% of paid personal leave for bereavement leave.
- 11.3.5 Proof of death, if requested, must be provided before any entitlement is paid.
- 11.3.6 Proof of relationship, if requested, must be provided before any entitlement is paid.

11.3.7 Unpaid Bereavement Leave

An employee may elect, with the consent of the employer, to take unpaid leave for a period agreed between the employer and the employee.

11.4 Carer's Leave Paid Carer's Leave

11.1.1 Period of Leave

Employees (excluding casuals and part time employees who receive a loaded rate) shall be entitled to equivalent of 20 days of ordinary hours paid annual leave exclusive of paid public holidays (as detailed in Clause 11.5) after each 12-month period of continuous service.

Part Time employees receive pro-rata annual leave. For example if a part time employee works on average 30 hours per week in a 40 hour week that employee would be entitled to take 4 weeks annual leave paid @ 30 hours per week. *Note: This is not equivalent to an employee taking 3 weeks leave paid @ 40 hours per week.

Where an employee has not taken accrued leave the employer has the discretionary right to direct the employee to take such leave, provided that at least 2 weeks notice is given to the employee in writing.

11.1.2 Time of Taking Leave

Where business operations permit Annual leave will be taken at a time fixed by the employer within a period not exceeding 12 months from the date when the right to annual leave accrued. The employer may agree, only where business operations permit, to alternative times for the taking of annual leave provided that the employee has provided at least 4 weeks notice to the employer in writing.

11.1.3 General Rules as to Annual Leave

- (a) Employees are required to take a minimum of ten consecutive working day's annual leave in each year of employment. Therefore, no employee shall at any stage of their employment, hold more than a maximum of 25 days annual leave.
- (b) The accrued entitlement must be used within 12 months of anniversary date of employment unless other written arrangements have been agreed upon with the employer.
- (c) Payment in lieu of annual leave may be made during employment, provided that the employee has taken at least 10 days annual leave in that year.
- (d) To apply for annual leave an employee must complete a Request for Leave Form. The employer must authorise this at least 14 days prior to the leave commencement date, or otherwise as agreed between the parties.

11.1.4 Annual Leave Loading

The wage rate contained in Clause 9 includes a component for Annual Leave Loading. Annual Leave Loading shall not be paid as a separate entitlement.

11.1.5 Payment of Annual Leave

- (a) All employees before going on leave shall be paid the amount of wages they would have received in respect of the ordinary time they would have worked had they not been on leave during the relevant period.
- (b) If after 1 month completed service in any 12 month period an employee lawfully leaves their employment (ie not dismissed for a disciplinary performance matter, or provides requisite notice), or their employment is made redundant the employee shall be paid pro rata leave at the ordinary hourly rate based on the following formula 12.66 hours for every completed month of service.

11.2 Personal leave

- 11.2.1 Full time employees are entitled, subject to the provisions of this sub-clause to paid personal leave due to personal illness or injury (not covered by workers compensation), equivalent to 10 days of ordinary hours (60 hours) of leave per annum.
- 11.2.2 Provided that in the first 12 months of employment, personal leave shall accumulate on the basis of 8.66 hours for each completed month of continuous service. After the completion of 12 months service, an employee shall receive a personal leave credit for the balance of the 10 days of ordinary hours of leave (save for any leave already taken in that year).

- a) In accordance with this subclause, a Full Time employee is entitled to use up to a maximum of five days per annum of any current or accrued personal leave-entitlement provided for at Clause 11.2 – Personal leave of the agreement for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.
For the purposes of this clause part-time employees shall be entitled to use up to a maximum of 50% of any current or accrued personal leave entitlement per annum.
Leave may be taken for part of a single day.
- b) If required the employee must establish, either by production of a medical certificate the illness of the person concerned and that the illness is such as to require care by another person.
- c) The entitlement to use personal leave in accordance with this subclause is subject to the person being either a member of the employee's immediate family or a member of the employee's household, (as defined in clause 11.3.2)
- d) Where practicable the employee must give the employer 2 hours notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable 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.
- e) An employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

11.5 Public Holidays With Pay

- (a) There is an expectation that employees will work on days designated as Holidays With Pay (as defined) where the business operations require it or this is a normally rostered day.
- (b) Where an employee is required to work on a day designated as paid public holidays they will be entitled to take another paid day as Time Off In Lieu (TOIL) on a like for like basis.
- (c) If the employee wants to take the TOIL day they must provide at least 2 weeks notice to the employer, or in the alternative with the mutual agreement of the employer and the employee. TOIL days must be taken within two months of the holiday worked.
- (d) In the alternative to TOIL (as set out in 11.5(b)) the Employer may elect in their absolute discretion to pay the employee double time their ordinary rate of pay for working on days designated as Holidays With Pay (as defined)

11.6 Parental Leave

11.6.1 Maternity Leave

- (a) Unpaid Maternity leave is granted to full time and part time female employees who have been employed for a continuous period of at least 12 months.
- (b) Up to 52 weeks of leave in order to be the primary care giver of that child may be claimed. The leave is not to extend beyond the child's first birthday.
- (c) An employee wishing to take Maternity Leave must give a minimum of 10 weeks written notice before the estimated date of birth and include with this notice a certificate from a medical practitioner certifying the pregnancy and expected date of birth.
- (d) The employee must give further written notice at least four weeks before the date she intends to commence taking the Maternity Leave.
- (e) An employee must confirm her intention of returning to work by written notice given not less than 4

weeks' before the end of her period of maternity leave.

- (f) An employee, on returning to work after maternity leave, is entitled:-
 - to the position which she held immediately before commencing maternity leave or
 - in the case of an employee who has been transferred to a safe job during her pregnancy, to the position which she held immediately before that transfer, or
 - in the case of an employee whose position no longer exists, to the position that is considered as close as possible to the position held prior to taking maternity leave or, alternatively, a redundancy payment as the case may be.
- (g) A full time employee may request to return to work on a part time basis after her maternity leave ceases due to family responsibilities. The employer will give proper consideration to that request provided always that The employer will only be required to provide part time work if it is reasonably practicable to do so.
- (h) An employee is entitled to take Annual Leave or Long Service Leave in substitution for or in addition to Maternity Leave, provided the total period of leave does not exceed 52 weeks.
- (i) Maternity Leave may be shortened or extended with permission from the appropriate the employer, or the employer's designated representative.
- (j) Although absence on Maternity Leave does not break the employee's continuity of service, it will not count as time worked when calculating the employee's actual period of service accrued for long service leave.
- (k) All employee uniforms and resources must be returned prior to going on leave.

11.6.2 Paternity Leave

- (a) Paternity Leave is available to full time and part time male employees who have had at least 12 months continuous service.
- (b) An employee wishing to take paternity leave must give a minimum of 10 weeks' written notice before the estimated date of birth, produce a certificate from a medical practitioner naming his spouse/de facto/partner, the estimated date of birth and stating the dates on which he proposes to start and finish leave.
- (c) Paternity Leave consists of one week's unpaid leave following the child's birth and a further unbroken period of up to 51 weeks in order to be the primary care giver of that child provided always that the leave does not extend beyond the child's first birthday. This entitlement is to be reduced by any period of maternity leave taken by the employee's spouse/de facto/partner in relation to the same child. It is not to be taken concurrently with that maternity leave.
- (d) An employee must confirm his intention of returning to work by written notice given not less than 4 weeks' before the end of his period of paternity leave.
- (e) An employee, on returning to work after maternity leave, is entitled:-
 - to the position which he held immediately before commencing paternity leave or
 - in the case of an employee whose position no longer exists, to the position that is considered as close as possible to the position held prior to taking paternity leave or, alternatively, a redundancy payment as the case may be.
- (f) A full time employee may request to return to work on a part time basis after his paternity leave ceases due to family responsibilities. The employer will give proper consideration to that request provided always that the employer will only be required to provide part time work if it is reasonably practicable to do so.
- (g) An employee is entitled to take Annual Leave or Long Service Leave in substitution for or in addition to paternity Leave, provided the total period of leave does not exceed 52 weeks.
- (h) Paternity Leave may be shortened or extended with permission from the appropriate the employer, or the employer's designated representative.
- (i) Although absence on paternity leave does not break the employee's continuity of service, it will not count as time worked in calculating the employee's actual period of service accrued for long service leave.
- (j) All employee uniforms and resources must be returned prior to going on leave.

11.7 Long Service Leave

The employer will pay long service leave entitlements in accordance with the Long Service Leave Act in their applicable state. See Schedule 2.

11.8 Special Leave

(a) No provisions in this agreement shall prevent the employer and employee from agreeing to leave arrangements for the employee to attend to State Emergency Services or Volunteer Fire Brigade duties or Defence Force Leave.

(b) The employer recognise that unforeseeable leave requirements may occur where the employee may suffer from an event of a natural disaster being (cyclone, flood, bushfire etc). In order to safeguard the profitability and viability of the business that may be caused by such a loss of productivity, the employee has the option of 'banking' overtime hours that can then be used for payment on such occasions; or by cashing out a period of annual leave provided there is sufficient annual leave available.

11.9 Jury Service

Employees who are required to serve upon a jury you will receive their normal rate of pay. Any jury fees available to the employee as a result of that service must be re-imbursed to Banjo's.

12. SUPERANNUATION

- 12.1 The employer will pay on behalf of the employee Superannuation into a complying eligible superannuation fund quarterly.
- 12.2 Superannuation is paid at the rate of the employee's gross salary as set down by current Federal Superannuation Guarantee Charge legislation.
- 12.2 Employees (including part time and casual staff) will only be eligible for superannuation if their gross salary exceeds \$450.00 per month.
- 12.3 Employees under 18 years of age working not more than 30 hours per week will not be eligible for superannuation.
- 12.4 Employee Contributions will be allowed for on a monthly/ quarterly basis. Contribution levels are currently 9% from 1 July 2002.

13. HOURS OF WORK

13.1 7 Day Trade

- (a) The employer is a 7 day operation. Employees accept that weekend work is an integral part of work for Banjo's and that the tasks undertaken on a Saturday and Sunday are not fundamentally different to those carried out Monday to Friday.
- (b) The employer may direct the employee to work a roster within the span of ordinary hours.
- (c) The employer will make reasonable efforts to roster employees for hours they prefer; however this may not always be possible.

13.2 Roster

Employees will be rostered on a weekly basis subject to change. The employee will be given 1 weeks notice of roster changes except in cases of unforeseen circumstances, the notice will be less.

13.3 Swapping Shifts

Employees of the same grade classification are permitted to swap shifts provided that approval in advance, has been given by the employees direct supervisor/manager.

13.4 Rest Periods

- (a) An employee, other than an employee specified in 13.4 (c), is entitled to a 5 minute paid rest period after at least 3 hours work of a shift and no later than 5 hours.
- (b) An employee, other than an employee specified in 13.4 (c), is not entitled to a 5 minute paid rest period in any 5 hour period during which they have taken a meal break in accordance with Clause 13.5.

(c) A Baking employee working a shift no shorter than 8 hours, is entitled to at least 2 x 15 minute paid rest periods during their shift at times conducive to the operational requirements of the business.

(d) Rest periods are to be taken during quieter periods directed by management or by agreement and, for employees rostered over lunch periods, wherever possible before 11.00am and after 2.00pm.

13.5 Meal Breaks

(a) An employee, other than an employee specified in 13.4 (c), is entitled to at least a 30 minute unpaid rest period after at least 5 hours work of a shift.

(b) A Baking employee working a shift no shorter than 8 hours, is not entitled to a meal break as they are provided for paid rest periods in 13.4 (c)

(c) Meal breaks are to be taken during quieter periods directed by management or by agreement and, for employees rostered over lunch periods wherever possible before 11.00 am and after 2.00pm.

(d) Employees must record their meal breaks in written form as per the bakery procedures.

13.6 Bans, limitations and restrictions on the performance of work

- (a) An employee shall not be entitled to payment for time lost when work is unavoidably stopped because of a breakdown of plant and/or machinery or failure of power or a shortage of material or a strike.
- (b) Where an employee on any day reports for duty at the employee's usual place of employment without having received notice of such stoppage before leaving home for work, the employee shall be paid in respect of that day not less than two hours pay.
- (c) An employee having started work on any day shall be entitled to payment of a minimum of three hours work.

13.7 Make Up time

- (a) An employee may elect with the consent of the employer to work make up time under which the employee takes off time during working hours and works those hours at a later time.
- (b) An employee may elect with the consent of the employer to take time off in lieu of payment of overtime for a time or times agreed with the employer.
- (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (d) An employer shall, if requested by an employee, provide payment at the rate provided for payment of overtime for any overtime worked where such time in lieu has not been taken within 4 weeks of accrual.

14. OCCUPATIONAL HEALTH AND SAFETY

14.1 Legislation

The employer will do all that is reasonable to provide all employees with a safe and healthy work environment. The employer will meet this commitment by ensuring that work practices & procedures comply with the their requisite State and Federal Health and Safety Legislation.

Employees have a duty of care to themselves and to other employees and customers. The employer recognises that safety at work is both an individual and shared responsibility of all employees.

14.2 Hygiene

A healthy and hygienic environment is vital to the image and success of the business. The employer and employees shall follow procedures contained within HACCP, OHS, QSCA manuals to ensure maintenance of hygiene. Failure to follow requisite procedures may result in disciplinary action being taken, which may lead to the termination of employment, including instant dismissal for misconduct where a serious breach occurs.

14.3 Smoking

a) All employer work locations are now designated smoke free zones. These include conference rooms, reception areas, kitchens, tearooms, toilets and all company vehicles.

- a) In accordance with this subclause, a Full Time employee is entitled to use up to a maximum of five days per annum of any current or accrued personal leave-entitlement provided for at Clause 11.2 - Personal leave of the agreement for absences to provide care and support for either members of their immediate family or household who need their care and support when they are ill.
For the purposes of this clause part-time employees shall be entitled to use up to a maximum of 50% of any current or accrued personal leave entitlement per annum.
Leave may be taken for part of a single day.
- b) If required the employee must establish, either by production of a medical certificate the illness of the person concerned and that the illness is such as to require care by another person.
- c) The entitlement to use personal leave in accordance with this subclause is subject to the person being either a member of the employee's immediate family or a member of the employee's household, (as defined in clause 11.3.2)
- d) Where practicable the employee must give the employer 2 hours notice prior to the absence of the intention to take leave, the name of the person requiring care and the person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable 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.
- e) An employee must not take carer's leave under this clause where another person has taken leave to care for the same person.

Unpaid Carer's Leave

An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care to a family or household member who is ill.

5 Public Holidays With Pay

- (a) There is an expectation that employees will work on days designated as Holidays With Pay (as defined) where the business operations require it/or this is a normally rostered day.
- (b) Where an employee is required to work on a day designated as paid public holidays they will be entitled to take another paid day as Time Off in Lieu (TOIL) on a time for time basis.
- (c) If the employee wants to take the TOIL day they must provide at least 2 weeks notice to the employer, or in the alternative with the mutual agreement of the employer and the employee, TOIL days must be taken within two months of the holiday worked.
- (d) In the alternative to TOIL (as set out in 11.5(b)) the Employer may elect in their absolute discretion to pay the employee double time their ordinary rate of pay for working on days designated as Holidays With Pay (as defined)

6 Parental Leave

11.6.1 Maternity Leave

- (a) Unpaid Maternity leave is granted to full time and part time female employees who have been employed for a continuous period of at least 12 months.
- (b) Up to 52 weeks of leave in order to be the primary care giver of that child may be claimed. The leave is not to extend beyond the child's first birthday.
- (c) An employee wishing to take Maternity Leave must give a minimum of 10 weeks written notice before the estimated date of birth and include with this notice a certificate from a medical practitioner certifying the pregnancy and expected date of birth.
- (d) The employee must give further written notice at least four weeks before the date she intends to commence taking the Maternity Leave.
- (e) An employee must confirm her intention of returning to work by written notice given not less than 4

weeks' before the end of her period of maternity leave.

- (f) An employee, on returning to work after maternity leave, is entitled:
 - to the position which she held immediately before commencing maternity leave or
 - in the case of an employee who has been transferred to a safe job during her pregnancy, to the position which she held immediately before that transfer, or
 - in the case of an employee whose position no longer exists, to the position that is considered as close as possible to the position held prior to taking maternity leave or, alternatively, a redundancy payment as the case may be
- (g) A full time employee may request to return to work on a part time basis after her maternity leave ceases due to family responsibilities. The employer will give proper consideration to that request provided always that The employer will only be required to provide part time work if it is reasonably practicable to do so.
- (h) An employee is entitled to take Annual leave or Long Service Leave in substitution for or in addition to Maternity Leave, provided the total period of leave does not exceed 52 weeks.
- (i) Maternity Leave may be shortened or extended with permission from the appropriate the employer, or the employer's designated representative.
- (j) Although absence on Maternity Leave does not break the employee's continuity of service, it will not count as time worked when calculating the employee's actual period of service accrued for long service leave.
- (k) All employee uniforms and resources must be returned prior to going on leave.

11.6.2 Paternity Leave

- (a) Paternity Leave is available to full time and part time male employees who have had at least 12 months continuous service.
- (b) An employee wishing to take paternity leave must give a minimum of 10 weeks' written notice before the estimated date of birth, produce a certificate from a medical practitioner naming his spouse/de facto/partner, the estimated date of birth and stating the dates on which he proposes to start and finish leave.
- (c) Paternity Leave consists of one week's unpaid leave following the child's birth and a further unbroken period of up to 51 weeks in order to be the primary care giver of that child provided always that the leave does not extend beyond the child's first birthday. This entitlement is to be reduced by any period of maternity leave taken by the employee's spouse/de facto/partner in relation to the same child. It is not to be taken concurrently with that maternity leave.
- (d) An employee must confirm his intention of returning to work by written notice given not less than 4 weeks' before the end of his period of paternity leave.
- (e) An employee, on returning to work after maternity leave, is entitled:
 - to the position which he held immediately before commencing paternity leave or
 - in the case of an employee whose position no longer exists, to the position that is considered as close as possible to the position held prior to taking paternity leave or, alternatively, a redundancy payment as the case may be.
- (f) A full time employee may request to return to work on a part time basis after his paternity leave ceases due to family responsibilities. The employer will give proper consideration to that request provided always that the employer will only be required to provide part time work if it is reasonably practicable to do so.
- (g) An employee is entitled to take Annual leave or Long Service Leave in substitution for or in addition to paternity Leave, provided the total period of leave does not exceed 52 weeks.
- (h) Paternity Leave may be shortened or extended with permission from the appropriate the employer, or the employer's designated representative.
- (i) Although absence on paternity leave does not break the employee's continuity of service, it will not count as time worked in calculating the employee's actual period of service accrued for long service leave.
- (j) All employee uniforms and resources must be returned prior to going on leave.

11.7 Long Service Leave

- b) Sales Employees who smoke should do so away from the premises, including neighbouring shops, and when smoking cover any clothing displaying the business name or logo.
- c) Baking Employees who smoke should do so away from the premises, including neighbouring shops, and when smoking change completely from their uniform.
- d) Any person breaching this policy may face disciplinary action, which may include termination of employment including, instant dismissal for misconduct.

14.4

Drugs and Alcohol

- a) No employee may be under the influence of any alcohol without authorisation, whilst on duty, or while operating a vehicle or equipment owned or leased by the employer.
- b) No employee may be under the influence of any illicit drug while in the workplace, whilst on duty, or while operating a vehicle or equipment owned or leased by the employer.
- c) Possessing, distributing, transferring, purchasing, selling, using or being under the influence of alcoholic beverages without authorisation or illegal drugs while on the employer's property, while attending business-related activities, while on duty or while operating a vehicle or machine leased or owned by the employer can result in disciplinary action which may include instant dismissal for misconduct.
- d) Medication prescribed by a doctor is permitted provided it does not adversely affect job performance or the safety of the employee or other individuals in the work environment.
- e) Employees must report any prescription drugs that they are taking to the employer so that the employer may take the appropriate health and safety precautions for that employee and the rest of the workforce.
- f) Employees are permitted to drink alcoholic beverages, with the permission of the employer, when attending business related functions. Provided that the employee is not required at a reasonable subsequent period to operate machinery or equipment.
- g) No employee under the minimum legal age for drinking alcohol is permitted to drink alcohol when attending a business function.

14.5

Accident Reporting

All work related injuries must be reported immediately to the employer or the employer's representative and recorded in the register of injuries.

14.6

Workers Compensation

- a) The employer provides a comprehensive workers compensation/work cover insurance program that covers injury or illness sustained in the course of employment.
- b) Any employee who sustains a work related injury must inform the employer or the employer's representative. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.
- c) No claim for compensation can be met until the necessary claim forms have been completed and lodged. All absences from work must be supported by a workers compensation/work cover medical certificate from the treating doctor. The original must be sent, photocopies will not be accepted.
- d) Employees are required to complete the workers compensation/work cover claim and attach all medical reports, invoices, etc and forward to the employer or the employer's representative, who will complete the employees reports and submit the claim.

14.7

Uniforms

- a) The employer will supply work uniforms as stipulated in the employer's policy and procedures manual.
- b) The employees must keep uniforms looking clean and neat whenever they may be recognised as employees of the business.
- c) Uniform items supplied by the employer are to be replaced by employees if they are lost or no longer presentable due to unreasonable wear or tear.
- d) Upon termination all uniforms must be returned to the employer prior to the payment of the employee's termination pay. The employer may withhold payment of termination monies (including wages and accrued entitlements eg annual leave) until the uniform has been returned.

15. TRAINING

The employer will provide structured training for employees in procedures and hygienic work practices during paid work time. Failure to complete or participate in training may prevent the continuation of the employment relationship. Where

the employee, at their initiative, fails to complete or participate in training the employer may instigate disciplinary proceedings which may involve termination of employment including instant dismissal for misconduct.

16. CONFIDENTIALITY

- (a) It is a condition of your contract of employment that you shall neither during or after the period of your employment with the Employer, except in the proper course of your duties or as permitted by the Employer, or as required by law, divulge to any person or use any trade secret or any confidential information concerning:
 - i. The business or financial arrangements or position of the Employer or any related company or franchisee of Banjo's or any related company (collectively "the Banjo's Group");
 - ii. Any of the dealings, transactions or affairs of the Employer or any member of the Banjo's Group;
 - iii. The systems, practices, procedures, know how and structures of the Employer and any member of the Banjo's Group;
 - iv. The Employer's or any member of the Banjo's Group client details, including names, addresses, ages and histories or any information collected by the Employer or Member of the Banjo's Group pertaining to prospective clients, property management or body corporates.
 - v. The Employer or any member of the Banjo's Group's client referral providers details, including names, addresses, ages and histories or any information collected by the Employer or any member of the Banjo's Group pertaining to the referral of clients to the Banjo's Group;
 - vi. Price lists or information regarding prices for services offered by the Employer or any member of the Banjo's Group;
 - vii. Manuals, policy documents, directives, office memoranda, handbooks, publications and similar items, whether on paper or on electronic storage devices that have been purchased or produced for the benefit or by the Employer or any member of the Banjo's Group.
- viii. Client lists
- ix. Tenders
- x. Business reports
- xi. Letters
- xii. Memoranda
- xiii. Reports
- xiv. Books of account
- xv. Company accounts
- xvi. Data print-outs
- xvii. Magnetic tapes, other documents and recordings
- xviii. Discoveries
- Xviii. Inventions or the like of any of the above.

Employees must also, during the period of their employment with Banjo's, use their best endeavours to prevent the publication, use or disclosure of any such trade secret or confidential information.

Upon the termination of your employment with Banjo's, employees must not represent themselves as being in any way connected with or interested in the business of Banjo's.

17. DOCUMENTS AND OTHER PROPERTY

- (a) Upon termination of the contract of employment without any further demand, the employee must deliver to Banjo's or its authorised representative:
 - (i) documents in their possession or control relating in any way to any confidential information, trade secrets, or the business or affairs of Banjo's or any member of the Banjo's Group and
 - (ii) any property of Banjo's or any member of the Banjo's Group.

Employees are not entitled to retain a copy of documents referred to in paragraph (a).

18. POLICIES

The employer will provide structured training for employees in procedures and hygienic work practices during paid work time. Failure to complete or participate in training may prevent the continuation of the employment relationship. Where

- a) The employer is committed to providing a safe and healthy work environment and as such requires the employee to be conversant with its policies and procedures, as amended from time to time, and to comply with any policy and procedural guidelines in place.
- b) The employee must acknowledge that they have read and understood the policy before they are bound by the terms and conditions of the policy.
- c) Failure to adhere to the terms and conditions of these policies, as amended from time to time, may result in disciplinary action including termination of employment, demotion and instant dismissal.

19. PERSONAL INFORMATION

- a) All information held relating to an employee is treated as confidential and access to such information is strictly limited.
- b) Personal information shall only be available to employees who are required to have access to it during the course of their work.
- c) The employer will not give out personal information about its employees (i.e. home addresses, rates of pay, etc) to anyone.
- d) Should an employee require access to his/her own personal record, a request should be put to the employer or employer's representative, who will allow the employee to look at the file in the employer's or employer's representative's presence.

20. VALUABLES AND PERSONAL EFFECTS

- (a) The employer will where reasonably practicable provide secure premises/ equipment for the storage of personal items.
- (b) The employer will not be responsible for employees personal valuables or effects which are stolen, misplaced or broken whilst at work, unless said effects were required to be used in the employees normal course of duty.

21. DISPUTE RESOLUTION

The aim of this procedure is to effectively resolve any employment concerns arising, in a fair and reasonable manner.

In relation to any matter that may be in dispute between the parties to this agreement, the employee(s) and the employer:

- (a) Will attempt to resolve the matter at the workplace level, including, but not limited to:
 - (i) The employee and his or her supervisor meeting and conferring on the matter; and
 - (ii) If the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate); and
- (b) Acknowledge the right of either party to appoint, in writing another person to act on behalf of the party in relation to resolving the matter at the workplace level; and
- (c) Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level; and
- (d) Agree that, if either party refers the matter to mediation, both parties will participate in the mediation process in good faith; and
- (e) Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process; and
- (f) The parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety, and
 - (i) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
 - (ii) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible; and
- (g) Agree not to commence an action:
 - (i) to obtain a penalty under section 170VV of the Act; or
 - (ii) to obtain damages for breaches of an AWA; or Part VW of the Act (other than an action to enforce section 170VU of the Act); unless,
 - (iv) the party initiating the action has genuinely attempted to resolve the dispute at the workplace level;

- and either:
 - (v) a period of 7 days has expired from the date when the party initiating the action gave notice that mediation is not requested; or
 - (vi) Mediation was requested by either party and that mediation has been completed.

22. REDUNDANCY

Redundancy in this clause means the loss of employment due to the employer no longer requiring the job the employee has been doing to be performed by anyone.

22.1 Period of notice of termination due to redundancy

22.1.1 If the services of the employee are to be terminated due to redundancy such employees shall be given notice of termination as prescribed in clause 10.2 - Termination.

Should the employer fail to give notice of termination as required in 10.2 herein the employer shall pay to that employee an amount calculated in accordance with the ordinary rate of pay for a period being the difference between the notice given and that required to be given.

22.2 Severance Pay

22.2.1 In addition to the periods of notice prescribed for termination in clause 10.2 an employee whose employment is terminated by reason of redundancy shall be entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service (Completed Years)	Severance Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and over	8 weeks pay

22.2.2 Weeks pay means the ordinary time rate of pay for the employee concerned

22.3 Time off during notice period

22.3.1 During the period of notice of redundancy given by the employer an employee shall be allowed reasonable time off without loss of pay during each week of notice for the purpose of seeking other employment.

22.3.2 If the employee has been allowed paid leave during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or her or she shall not receive payment for the time absent.

22.4 Alternative employment

Where the employer in a particular redundancy case, obtains acceptable alternative employment for the employee, at the same/similar work level, the employee is not entitled to severance payment for redundancy.

22.5 Employee Leaving During Notice

An employee whose employment is terminated on account of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. In such circumstances the employee shall not be entitled to payment in lieu of notice.

22.6 Written Notice

The employer shall, as soon as practical, but prior to the termination of the employee's employment due to redundancy, give to the employee written notice containing among other things, the following:

- (a) The date and time of the proposed termination of the employee's employment;
- (b) Details of the monetary entitlements of the employee upon the termination of their employment including the manner and the method by which those entitlements have been calculated;
- (c) Advise to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or re-training for future employment; and
- (d) Advice as to the entitlements of the employee should the employee terminate their employment during the period of notice.

22.7 Transfer to lower paid duties

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee shall be entitled to the same period of notice of the date of commencement of work in the new position as if his/her employment had been terminated, and severance payment as per Clause 22.2 equal to the difference between the former rate. For example: [Higher Rate of Pay = \$500 Lower Rate of Pay = \$400. Difference = \$100. Severance pay = 2 weeks. 2 weeks @ \$100 = \$200 severance payment]

22.8 Employees with less than one year service

This clause shall not apply to the employees with less than one year's continuous service and the general obligation of employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment

22.9 Employees Exempted

This clause shall not apply where employment is terminated as a consequence of conduct that at common law justifies dismissal or in the case of casual employees, replacement employee or employees engaged for a specific period of time or for a specified task or tasks.

22.10 Incapacity to Pay

An employer may make application to the Australian Industrial Relations Commission for an order to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

23. Anti Discrimination Clause

The Parties to this AWA agree that:

- (a) It is their intention to achieve the principal object in paragraph 3 (j) of the Workplace Relations Act 1996, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
- (b) Any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedures in this AWA; and
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
- (d) Nothing in these provisions prohibits:
 - (i) where the AWA is approved before June 23 2000, the payment of junior rates of pay; or
 - (ii) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
 - (iii) any discriminatory conduct (or conduct) having a discriminatory effect if:

(A) the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and

(B) the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.

24. Private Work

- a. You must refrain from undertaking any other commercial activity outside of the contract with the Employer which has, or may have, the effect of impeding upon, or representing a conflict of interest and your contractual obligations under the contract with the Employer.
- b. You must not, either on your own account or for any other person, firm or company, solicit, canvass, interfere with or endeavour to sell products, goods or services including intellectual property or services to any person, firm or company who is a client or customer of the Employer, or any member of the Banjo's Group whether past, present or who intends to be in the future.
- c. Notwithstanding these provisions, the Employer may agree in writing to exempt these conditions in its complete discretion.

25. External Benefits

- a. You will refrain from any action intended to utilise any part of any member of the Employer or any member of the Banjo's Group's inventory, intellectual property goods, products, layout, location reputation or commercial arrangements in return for any benefit, gift, favour or consideration from any client, advertiser, company or to other person and you will not wilfully take any action which would vary any member of the Employer or any member of the Banjo's Group's product, intellectual property, structure, position, location reputation or image in a manner which would cause commercial disadvantage to the Employer or any member of the Banjo's Group or any of their clients and you will not take part in a breach of either of the foregoing restraints in co-operation with any person, persons or companies.

- b. Any benefit, favour, gift or consideration from any client of the Employer or any member of the Banjo's Group shall be declared immediately to the Employer and shall be the property of the Employer or relevant member of the Banjo's Group.

26. Intellectual Property

- a. You must disclose to the Employer, upon creation, any items defined below as intellectual property. This requirement occurs regardless of whether the intellectual property was created by you solely or jointly with others during the course of your employment.
- b. Intellectual Property is "any invention, discovery and novel design, whether or not registrable as trade marks, designs or patents, including any invention or improvements or developments to equipment, technology, methods or techniques; and copyright throughout the world in all literary and other works subject to or capable of receiving copyright protection.
- c. All Intellectual Property rights created during employment will vest in the Employer upon creation and will be the absolute property of the Employer.
- d. You must during and after employment do all such acts and things and sign all such documents (and hereby irrevocably grant and appoint the Employer and officers jointly and severally as true and lawful attorney to do so) as the Employer or its attorneys may reasonably request to secure ownership or registration rights to the Employer in the inventions or works.
- e. You will not be entitled to any financial reward or compensation for creation of any Intellectual Property.

Schedule 1

**Tasmania (Only)
Sales and Baking**

Adult Rates

Level	Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$13.40	\$20.10	\$16.75
Level 2	\$13.93	\$20.90	\$17.41
Level 3	\$14.60	\$21.90	\$18.25
Level 4	\$15.24	\$22.86	\$19.05
Level 5	\$16.28	\$24.42	\$20.35
Level 6	\$16.92	\$25.38	\$21.15
Level 7	\$17.58	\$26.34	\$21.95

Junior Rates

Level	18 and under 50% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$6.70	\$10.05	\$8.38
Level 2	\$6.97	\$10.45	\$8.71
Level 3	\$7.30	\$10.95	\$9.13
Level 4	\$7.62	\$11.43	\$9.53
Level 5	\$8.14	\$12.21	\$10.18
Level 6	\$8.46	\$12.89	\$10.58
Level 7	\$8.78	\$13.17	\$10.98

Level	17 60% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$8.04	\$12.08	\$10.05
Level 2	\$8.39	\$12.54	\$10.45
Level 3	\$8.78	\$13.14	\$10.85
Level 4	\$9.14	\$13.72	\$11.43
Level 5	\$9.77	\$14.65	\$12.21
Level 6	\$10.15	\$15.23	\$12.89
Level 7	\$10.54	\$15.80	\$13.17

Level	18 75% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$10.05	\$15.08	\$12.56
Level 2	\$10.45	\$15.67	\$13.06
Level 3	\$10.95	\$16.43	\$13.89
Level 4	\$11.43	\$17.15	\$14.29
Level 5	\$12.21	\$18.32	\$15.26
Level 6	\$12.89	\$19.04	\$15.86
Level 7	\$13.17	\$19.78	\$16.46

New South Wales (Only)

Baking

Adult Rates

Level	Full Time Ordinary Hourly Rate	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$14.45	\$21.68	\$18.06	\$15.79	\$22.98
Level 2	\$14.90	\$22.35	\$18.63	\$16.30	\$23.69
Level 3	\$15.10	\$22.85	\$18.88	\$16.50	\$24.01
Level 4	\$15.10	\$22.85	\$18.88	\$16.50	\$24.01
Level 5	\$15.50	\$23.25	\$19.38	\$16.93	\$24.66
Level 6	\$16.50	\$24.75	\$20.83	\$18.03	\$26.24
Level 7	\$17.25	\$25.88	\$21.58	\$18.88	\$27.43

Junior Rates

Level	16 and under 86%	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$9.54	\$14.31	\$11.92	\$10.42	\$15.16
Level 2	\$9.83	\$14.75	\$12.29	\$10.76	\$15.64
Level 3	\$9.97	\$14.95	\$12.46	\$10.89	\$15.85
Level 4	\$9.97	\$14.95	\$12.46	\$10.89	\$15.85
Level 5	\$10.23	\$15.35	\$12.79	\$11.17	\$16.27
Level 6	\$10.89	\$16.34	\$13.61	\$11.90	\$17.32
Level 7	\$11.39	\$17.08	\$14.23	\$12.48	\$18.10

Level	17 86%	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$9.54	\$14.31	\$11.92	\$10.42	\$15.16
Level 2	\$9.83	\$14.75	\$12.29	\$10.76	\$15.64
Level 3	\$9.97	\$14.95	\$12.46	\$10.89	\$15.85
Level 4	\$9.97	\$14.95	\$12.46	\$10.89	\$15.85
Level 5	\$10.23	\$15.35	\$12.79	\$11.17	\$16.27
Level 6	\$10.89	\$16.34	\$13.61	\$11.90	\$17.32
Level 7	\$11.39	\$17.08	\$14.23	\$12.48	\$18.10

Level	18 83%	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$11.99	\$17.99	\$14.99	\$13.11	\$19.07
Level 2	\$12.37	\$18.55	\$15.40	\$13.53	\$19.66
Level 3	\$12.53	\$18.80	\$15.67	\$13.70	\$19.93
Level 4	\$12.53	\$18.80	\$15.67	\$13.70	\$19.93
Level 5	\$12.87	\$19.30	\$16.08	\$14.05	\$20.46
Level 6	\$13.70	\$20.54	\$17.12	\$14.96	\$21.78
Level 7	\$14.32	\$21.48	\$17.90	\$15.67	\$22.76

BAW Approved Rates for Baking - New South Wales (Only) - 1 March 04
 CBA - Bakery
 1.0
 David Dyer

Level	19 85% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$11.39	\$17.09	\$14.24
Level 2	\$11.84	\$17.76	\$14.80
Level 3	\$12.41	\$18.62	\$15.51
Level 4	\$12.95	\$19.43	\$16.19
Level 5	\$13.84	\$20.76	\$17.30
Level 6	\$14.38	\$21.57	\$17.98
Level 7	\$14.93	\$22.39	\$18.66

Level	20 90% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$12.08	\$18.09	\$15.08
Level 2	\$12.54	\$18.81	\$15.67
Level 3	\$13.14	\$19.71	\$16.43
Level 4	\$13.72	\$20.57	\$17.15
Level 5	\$14.65	\$21.98	\$18.32
Level 6	\$15.23	\$22.84	\$19.04
Level 7	\$15.80	\$23.71	\$19.76

Apprentice Rates

Year	Ordinary Hourly Rate	Overtime Rate
Year 1	\$9.09	\$12.13
Year 2	\$9.71	\$14.58
Year 3	\$12.13	\$18.20
Year 4	\$14.56	\$21.84

BAW Approved Rates for Baking - New South Wales (Only) - 1 March 04
 CBA - Bakery
 1.0
 David Dyer

Junior Rates

Level	18 and under 62%	Overtime Rate	Casual Rate
Level 1	\$7.99	\$11.98	\$9.99
Level 2	\$8.29	\$12.43	\$10.36
Level 3	\$8.74	\$13.11	\$10.92
Level 4	\$9.06	\$13.60	\$11.33
Level 5	\$9.87	\$14.50	\$12.09
Level 6	\$10.38	\$15.57	\$12.96
Level 7	\$10.75	\$16.13	\$13.44

Level	17	82%	Overtime Rate	Casual Rate
Level 1	\$7.99	\$11.98	\$9.99	\$9.99
Level 2	\$8.29	\$12.43	\$10.36	\$10.36
Level 3	\$8.74	\$13.11	\$10.92	\$10.92
Level 4	\$9.06	\$13.60	\$11.33	\$11.33
Level 5	\$9.87	\$14.50	\$12.09	\$12.09
Level 6	\$10.38	\$15.57	\$12.86	\$12.86
Level 7	\$10.75	\$16.13	\$13.44	\$13.44

Level	18	75%	Overtime Rate	Casual Rate
Level 1	\$8.56	\$14.50	\$12.08	\$12.08
Level 2	\$10.03	\$15.04	\$12.53	\$12.53
Level 3	\$10.57	\$15.85	\$13.21	\$13.21
Level 4	\$10.97	\$16.45	\$13.71	\$13.71
Level 5	\$11.70	\$17.54	\$14.62	\$14.62
Level 6	\$12.56	\$18.64	\$15.70	\$15.70
Level 7	\$13.01	\$19.51	\$16.26	\$16.26

Level	19	85%	Overtime Rate	Casual Rate
Level 1	\$10.95	\$16.43	\$13.69	\$13.69
Level 2	\$11.36	\$17.04	\$14.20	\$14.20
Level 3	\$11.98	\$17.97	\$14.97	\$14.97
Level 4	\$12.43	\$18.64	\$15.53	\$15.53
Level 5	\$13.26	\$19.88	\$16.57	\$16.57
Level 6	\$14.23	\$21.35	\$17.78	\$17.78
Level 7	\$14.74	\$22.12	\$18.43	\$18.43

Level	20	90%	Overtime Rate	Casual Rate
Level 1	\$11.60	\$17.40	\$14.50	\$14.50
Level 2	\$12.03	\$18.05	\$15.04	\$15.04
Level 3	\$12.68	\$18.92	\$15.85	\$15.85
Level 4	\$13.18	\$19.74	\$16.45	\$16.45
Level 5	\$14.04	\$21.05	\$17.54	\$17.54

Level	19	85%	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$12.28	\$18.42	\$15.35	\$13.42	\$13.42	\$18.53
Level 2	\$12.87	\$19.00	\$16.83	\$13.86	\$13.86	\$20.14
Level 3	\$13.84	\$19.25	\$18.04	\$14.03	\$14.03	\$20.41
Level 4	\$13.84	\$19.25	\$18.04	\$14.03	\$14.03	\$20.41
Level 5	\$13.18	\$19.76	\$18.47	\$14.39	\$14.39	\$20.95
Level 6	\$14.03	\$21.04	\$17.53	\$15.33	\$15.33	\$22.30
Level 7	\$14.66	\$21.89	\$18.33	\$16.05	\$16.05	\$23.31

Level	20	90%	Overtime Rate	Casual Rate	Part Time Ordinary Hourly Rate	Part Time Overtime Rate
Level 1	\$13.01	\$19.51	\$16.26	\$14.21	\$14.21	\$20.68
Level 2	\$13.41	\$20.12	\$16.76	\$14.87	\$14.87	\$21.32
Level 3	\$13.59	\$20.39	\$18.99	\$14.85	\$14.85	\$21.81
Level 4	\$13.58	\$20.39	\$16.99	\$14.85	\$14.85	\$21.81
Level 5	\$13.95	\$20.93	\$17.44	\$15.24	\$15.24	\$22.18
Level 6	\$14.85	\$22.28	\$18.56	\$16.23	\$16.23	\$23.61
Level 7	\$15.53	\$23.29	\$19.41	\$16.99	\$16.99	\$24.89

Apprentice Rates

Year 1	\$8.06	\$12.09
Year 2	\$9.24	\$13.86
Year 3	\$10.43	\$15.65
Year 4	\$12.71	\$19.07

Sales

Adult Rates

Level	Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$12.89	\$19.33	\$16.11
Level 2	\$13.37	\$20.05	\$16.71
Level 3	\$14.10	\$21.15	\$17.83
Level 4	\$14.65	\$21.88	\$18.31
Level 5	\$15.65	\$23.48	\$19.56
Level 6	\$16.84	\$25.26	\$21.05
Level 7	\$17.45	\$26.18	\$21.81

Level 0	\$15.07	\$22.60	\$18.84
Level 7	\$15.61	\$23.42	\$19.51

Apprentice Rates

Year 1	\$7.60	\$11.70
Year 2	\$9.38	\$14.04
Year 3	\$11.70	\$17.55
Year 4	\$14.04	\$21.06

Queensland (Only)

Baking

Adult Rates

Level	Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$13.91	\$20.87	\$17.39
Level 2	\$14.83	\$21.85	\$18.29
Level 3	\$15.44	\$23.16	\$19.30
Level 4	\$15.88	\$23.87	\$19.88
Level 5	\$17.13	\$25.70	\$21.41
Level 6	\$17.58	\$26.39	\$21.99
Level 7	\$17.58	\$26.39	\$21.99

Junior Rates

Level	16 and under 50%	Overtime Rate	Casual Rate
Level 1	\$6.96	\$10.43	\$8.59
Level 2	\$7.32	\$10.97	\$9.14
Level 3	\$7.72	\$11.58	\$9.65
Level 4	\$7.99	\$11.99	\$9.99
Level 5	\$8.87	\$12.85	\$10.71
Level 6	\$8.80	\$13.19	\$10.99
Level 7	\$8.80	\$13.19	\$10.99

Level	17 60%	Overtime Rate	Casual Rate
Level 1	\$8.35	\$12.62	\$10.43
Level 2	\$8.78	\$13.77	\$10.87
Level 3	\$9.28	\$13.80	\$11.58
Level 4	\$9.58	\$14.38	\$11.99
Level 5	\$10.28	\$15.42	\$12.85
Level 6	\$10.55	\$15.83	\$13.19
Level 7	\$10.55	\$15.83	\$13.19

Level	18 75%	Overtime Rate	Casual Rate
Level 1	\$10.43	\$15.85	\$13.04
Level 2	\$10.97	\$16.48	\$13.72
Level 3	\$11.58	\$17.37	\$14.48
Level 4	\$11.99	\$17.68	\$14.98
Level 5	\$12.85	\$19.27	\$16.06
Level 6	\$13.19	\$19.79	\$16.49
Level 7	\$13.19	\$19.79	\$16.49

Level	19	100%	Overtime Rate	Casual Rate
Level 1	\$13.91	\$20.67	\$17.39	
Level 2	\$14.63	\$21.95	\$18.29	
Level 3	\$15.44	\$23.16	\$19.30	
Level 4	\$15.88	\$23.97	\$19.88	
Level 5	\$17.13	\$25.70	\$21.41	
Level 6	\$17.59	\$26.39	\$21.99	
Level 7	\$17.59	\$26.39	\$21.99	

Level	20	100%	Overtime Rate	Casual Rate
Level 1	\$13.91	\$20.87	\$17.39	
Level 2	\$14.63	\$21.95	\$18.29	
Level 3	\$15.44	\$23.16	\$19.30	
Level 4	\$15.98	\$23.87	\$19.88	
Level 5	\$17.13	\$25.70	\$21.41	
Level 6	\$17.59	\$26.39	\$21.99	
Level 7	\$17.59	\$26.39	\$21.99	

Apprentice Rates

Year	Ordinary Hourly Rate	Overtime Rate
Year 1	\$5.11	\$2.17
Year 2	\$9.73	\$4.60
Year 3	\$12.59	\$8.89
Year 4	\$15.15	\$22.73

Sales

Adult Rates

Level	Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$13.23	\$19.85	\$16.54
Level 2	\$13.60	\$20.40	\$17.00
Level 3	\$14.26	\$21.39	\$17.83
Level 4	\$14.90	\$22.35	\$18.63
Level 5	\$15.90	\$23.85	\$19.88
Level 6	\$16.40	\$24.80	\$20.50
Level 7	\$17.00	\$25.50	\$21.25

Junior Rates

Level	16 and under 55% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$7.28	\$10.91	\$9.10

Level 2	\$7.48	\$11.22	\$9.35
Level 3	\$7.84	\$11.76	\$9.80
Level 4	\$8.20	\$12.29	\$10.24
Level 5	\$8.75	\$13.12	\$10.93
Level 6	\$9.02	\$13.53	\$11.28
Level 7	\$9.35	\$14.03	\$11.69

Level	17 60% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$8.60	\$12.90	\$10.75
Level 2	\$8.84	\$13.28	\$11.05
Level 3	\$9.27	\$13.90	\$11.59
Level 4	\$9.86	\$14.53	\$12.11
Level 5	\$10.34	\$15.50	\$12.82
Level 6	\$10.66	\$15.99	\$13.33
Level 7	\$11.05	\$16.58	\$13.81

Level	18 75% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$9.82	\$14.88	\$12.40
Level 2	\$10.20	\$15.30	\$12.75
Level 3	\$10.70	\$16.04	\$13.37
Level 4	\$11.18	\$16.76	\$13.97
Level 5	\$11.83	\$17.89	\$14.91
Level 6	\$12.30	\$18.45	\$15.38
Level 7	\$12.75	\$18.13	\$15.94

Level	19 85% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$11.25	\$16.87	\$14.06
Level 2	\$11.56	\$17.34	\$14.45
Level 3	\$12.12	\$18.18	\$15.15
Level 4	\$12.67	\$19.00	\$15.83
Level 5	\$13.52	\$20.27	\$16.89
Level 6	\$13.94	\$20.91	\$17.43
Level 7	\$14.45	\$21.68	\$18.06

Level	20 90% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$13.23	\$19.85	\$16.54
Level 2	\$13.60	\$20.40	\$17.00
Level 3	\$14.26	\$21.39	\$17.83
Level 4	\$14.90	\$22.35	\$18.63
Level 5	\$15.90	\$23.85	\$19.88
Level 6	\$16.40	\$24.80	\$20.50
Level 7	\$17.00	\$25.50	\$21.25

Apprentice Rates

Year	Ordinary Hourly Rate	Overtime Rate
Year 1	\$8.11	\$12.17
Year 2	\$8.73	\$14.80
Year 3	\$12.59	\$18.89
Year 4	\$15.15	\$22.73

Victoria (Only)

Sales and Baking

Adult Rates

Level	Adult Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$15.50	\$23.25	\$19.38
Level 2	\$15.50	\$23.25	\$19.38
Level 3	\$15.58	\$23.37	\$19.48
Level 4	\$16.63	\$24.95	\$20.78
Level 5	\$17.36	\$26.04	\$21.70
Level 6	\$17.46	\$28.19	\$21.83
Level 7	\$18.24	\$27.36	\$22.80

Junior Rates

Level	16 and under 60% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$9.30	\$13.95	\$11.63
Level 2	\$9.30	\$13.95	\$11.63
Level 3	\$9.35	\$14.02	\$11.69
Level 4	\$9.98	\$14.97	\$12.47
Level 5	\$10.42	\$15.62	\$13.02
Level 6	\$10.48	\$15.71	\$13.10
Level 7	\$10.94	\$16.42	\$13.68

Level	17 60% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$9.30	\$13.95	\$11.63
Level 2	\$9.30	\$13.95	\$11.63
Level 3	\$9.35	\$14.02	\$11.69
Level 4	\$9.98	\$14.97	\$12.47
Level 5	\$10.42	\$15.62	\$13.02
Level 6	\$10.48	\$15.71	\$13.10
Level 7	\$10.94	\$16.42	\$13.68

Level	18 75% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$11.83	\$17.44	\$14.53
Level 2	\$11.83	\$17.44	\$14.53
Level 3	\$11.89	\$17.63	\$14.61
Level 4	\$12.47	\$18.71	\$15.59
Level 5	\$13.02	\$19.53	\$16.28
Level 6	\$13.10	\$19.64	\$16.37
Level 7	\$13.68	\$20.52	\$17.10

Schedule 2

Long Service Leave Acts

Tasmania - Long Service Leave Act 1976

Victoria - Long Service Leave Act 1992

NSW - Long Service Leave Act 1955

QLD - Industrial Relations Act 1999

Level	19 85% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$13.18	\$19.78	\$16.47
Level 2	\$13.18	\$19.78	\$16.47
Level 3	\$13.24	\$19.85	\$16.55
Level 4	\$14.14	\$21.20	\$17.67
Level 5	\$14.76	\$22.13	\$18.45
Level 6	\$14.84	\$22.28	\$18.55
Level 7	\$15.50	\$23.26	\$19.38

Level	20 80% Ordinary Hourly Rate	Overtime Rate	Casual Rate
Level 1	\$15.50	\$23.25	\$19.38
Level 2	\$15.50	\$23.25	\$19.38
Level 3	\$15.58	\$23.37	\$18.48
Level 4	\$18.83	\$24.95	\$20.79
Level 5	\$17.38	\$28.04	\$21.70
Level 6	\$17.46	\$28.19	\$21.83
Level 7	\$18.24	\$27.38	\$22.80

Apprentice Rates

Year	Ordinary Hourly Rate	Overtime Rate
Year 1	\$8.65	\$12.98
Year 2	\$12.10	\$18.15
Year 3	\$14.00	\$21.00
Year 4	\$16.30	\$24.45

Schedule 3

Voluntary Preferred Hours Form

The business hours of the company are (a) 5:00am to 8:00pm for Sales Employees and (b) 2:00am to 6:00pm for Baking Employees.

The employer seeks to accommodate employees' preferred hours of work.

Work outside ordinary hours will be available. If you have a preference to work such hours you may indicate your preference by completing Preferred hours of work form below. The rates of pay for preferred hours of work are specified below.

You will be given the opportunity to change your preferred hours on request in writing. However the capacity of the company to accommodate your choice will depend on availability. Current arrangements will remain in place until a suitable vacancy arises or for a maximum of three months.

Non Preferred -- Directed Hours

If you are requested by the employer to work hours other than those for which you have expressed your preference those hours will be paid a rate below.

Preferred hours of work

Tick Preferred Hours	Rate of pay if voluntary preferred hours	Rate of pay if directed hours
Ordinary Hours (Sales) all days 5:00am to 8:00pm	Ordinary Hours	Ordinary Hours
Ordinary Hours (Baking) all days 2:00am to 6:00pm	Ordinary Hours	Ordinary Hours
Overtime Hours (Sales) all days prior to 5:00am	Ordinary Hours	Overtime Hours
Overtime Hours (Sales) all days after to 8:00pm	Ordinary Hours	Overtime Hours
Overtime Hours (Baking) all days prior to 2:00am	Ordinary Hours	Overtime Hours
Overtime Hours (Baking) all days after to 6:00pm	Ordinary Hours	Overtime Hours
In excess of 5 days in any 1 week period	Ordinary Hours	Overtime Hours
In excess of 80 hours in any 2 week period	Ordinary Hours	Overtime Hours
In excess of 10 hours on any day	Ordinary Hours	Overtime Hours

Employee Name:

Signed:

Date:

Schedule 4

Signatures

Signed for and on behalf of the Employer:

Name:

Signature:

Date:

The Employees:

Name:

Signature:

Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

Name:

Signature:

Date:

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Signature

.....
Signature

.....
Signature

.....
Signature

.....
Signature

.....
Signature

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Name

.....
Date

.....
Signature

.....
Signature

.....
Signature

.....
Signature

.....
Signature