

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/72

TITLE: Golden Bake Enterprise Agreement 2001 (No.4)

I.R.C. NO: 2001/8336

DATE APPROVED/COMMENCEMENT: 20 December 2001

TERM: 20 December 2003

**NEW AGREEMENT OR
VARIATION:** New Replaces EA99/245

GAZETTAL REFERENCE: 5 April 2002

DATE TERMINATED:

NUMBER OF PAGES: 9

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees employed at the Golden Bake site of Quality Bakers Australia Limited, at Homepride Avenue, Liverpool, NSW

PARTIES: Quality Bakers Australia Limited -&- the National Union of Workers, New South Wales Branch



GOLDEN BAKE ENTERPRISE AGREEMENT 2001 (NO.4)

FILED
14 DEC 2001
OFFICE OF THE INDUSTRIAL REGISTRAR

1. TITLE

This Agreement shall be known as the *Golden Bake Enterprise Agreement 2001 (No.4) ("the Agreement")*.

2. ARRANGEMENT

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1. Title 1

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3. RELATIONSHIP TO PARENT AWARDS

- 3.1 The Agreement shall operate to the exclusion of, and entirely replace the provisions of the *Pastry Cooks, &C. (State) Consolidated Award* and the *Golden Bake Consolidated Award No.2*.
- 3.2 The Agreement shall operate to the exclusion of, and entirely replace the *Golden Bake Agreement No.3*.

4. LOCATION OF THE AGREEMENT

The Agreement shall apply at the Golden Bake site of Quality Bakers Australia Limited, at Homepride Avenue, Liverpool in the State of New South Wales.

5. PARTIES TO THE AGREEMENT

The following are parties to the Agreement ("the parties"):

- (a) Quality Bakers Australia Limited;
- (b) The National Union of Workers, New South Wales Branch ("NUW");
and
- (c) Employees engaged at the Golden Bake site of Quality Bakers Australia Limited, at Homepride Avenue, Liverpool in the State of New South Wales and within the classification stream set out at Appendix 1 who are employees of Quality Bakers Australia Limited within the jurisdiction of the Biscuit, Cake Makers and Pastry Cooks, & c. (State) Industrial Committee (henceforth referred to as "the employees").



6. APPLICATION AND SCOPE OF THE AGREEMENT

- 6.1 The parties agree that the employment arrangements that apply to the employees engaged in the bakery operations at the Quality Bakers Australia Limited site at Homepride Avenue, Liverpool ("the Liverpool Site") should apply to the Employees in the Golden Bake section at the Liverpool Site.
- 6.2 At present, these employment arrangements, including wage rates and other terms and conditions are provided by the *Quality Bakers Australia Ltd NSW 2000 Enterprise Award*, an Award made by the Industrial Relations Commission of NSW on 2 June 2000 (IRC 1729 of 2000). A copy of this Award is attached as "Appendix 1" to the Agreement.

6.3 Other than the following provisions, the wage rates and other terms and conditions set out in Appendix 1 are incorporated into the Agreement:

- **Clause 1 – Title**
- **Clause 3 – Area Incidence and Duration**

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- 6.4 The parties agree that it is important to maintain parity of employment arrangements for employees covered by the Agreement and employees covered by the *Quality Bakers Australia Ltd NSW 2000 Enterprise Award* at the Liverpool Site. For this reason, in the event that the *Quality Bakers Australia Ltd NSW 2000 Enterprise Award* is varied or replaced, the parties agree to discuss a variation to the Agreement to reflect an identical variation or replacement of the applicable provisions in Appendix 1.

This means that the parties intend for any increases in wage rates or other changes in the employment arrangements to apply to the Agreement at the same time that they apply to the parties to the *Quality Bakers Australia Ltd NSW 2000 Enterprise Award*.

- 6.5 The Agreement shall supersede any and all prior understandings and agreements between the parties and any prior conditions, warranties, or representations imposed, given or made by a party with respect to all subject matters contained in the Agreement, including, without limitation, wages, overtime, allowances and penalties.

7. INTERPRETATION

Any reference to "the Union" or "LHMU" or any other registered industrial organisation of employees in Appendix 1 is taken to be a reference to the NUW for the purposes of the Agreement.

Any reference to "employees" in Appendix 1 is taken to be a reference to the employees covered by the Agreement only.

8. DATE AND PERIOD OF OPERATION

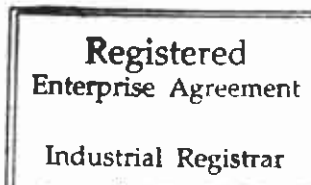
The Agreement comes into force on and from the date it is registered by the Industrial Relations Commission of NSW and has a nominal term of two (2) years from that date.

The parties undertake to meet to negotiate the next agreement, 3 months prior to the expiry of this agreement.

9. NO EXTRA CLAIMS COMMITMENT

- 9.1 Subject to clause 9.2, no extra claims for rates of pay or any other terms and/or condition of employment shall be made by any of the parties to the Agreement during the period of operation of the Agreement.

- 9.2 The only exception to clause 9.1 is to discuss a variation to the Agreement to reflect in identical terms any variation to or replacement of the *Quality Bakers Australia Ltd NSW 2000 Enterprise Award* as set out in Appendix 1.



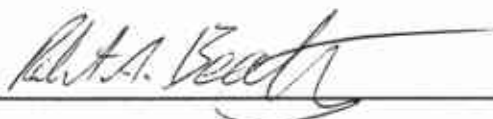
10. FLEXIBILITY OF WORK

- 10.1 An employee will work in accordance with any lawful and reasonable direction, including a direction to work in an area of the Liverpool Site outside the Golden Bake area.
- 10.2 Any employee covered by the Agreement may be directed to perform work in any part of the Liverpool Site for which the employee is competent or trained to perform the work in question.
- 10.3 Any employee covered by the Agreement may be directed to undertake training, including but not limited to performing work under supervision and on-the-job instruction, so as to be able to perform work in another work area within the Liverpool Site.
- 10.4 There shall be no demarcation or other disputation over a direction for an employee to work in a part of the Liverpool Site that is outside the Golden Bake area.

11. CLASSIFICATIONS

For the purpose of the Wage Rates contained in Table 1 – Rates of Pay set out in Appendix 1, the employees covered by the Agreement will be classified under the Classifications stream in Appendix 1.

12. SIGNATURES OF THE PARTIES



Signed for and on behalf of

Quality Bakers Australia Pty Limited

29th July 2001

Date

Robert BEATTY

Name *Liverpool Bakery Manager.*



Signed for and on behalf of the National Union of Workers, New South Wales Branch and also on behalf of all Employees to be covered by the Agreement:

Derrick Belan

DERRICK BELAN

Secretary

Name

13-12-01

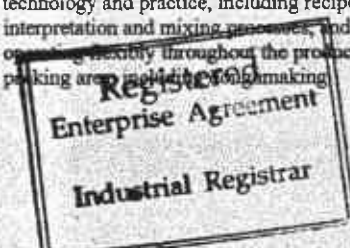
Date

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APPENDIX 1

Classifications

	<u>GENERAL</u>	<u>DUTIES & RESPONSIBILITIES</u>	<u>INDICATIVE TASKS</u>
Level 6	A Level 6 employee undertakes, for a period of up to three months, induction training which may include instruction on the enterprise, conditions of employment, introduction to supervisors and fellow workers, training and career path opportunities, plant layout, work and documentation procedures, occupational health and safety, food industry hygiene, equal employment opportunity and quality control/assurance.	An employee at this level performs routine and repetitive duties essentially of a manual nature and to the level of his/her training: <ol style="list-style-type: none"> 1. Exercises minimal judgement. 2. Works under direct supervision. 3. Maintains sanitation/hygiene of work area. 4. Demonstrates good housekeeping procedures. 5. Undertakes structured training so as to enable him/her to progress to higher levels. 	1. Performs general labouring and cleaning duties; including tidying of work area, stacking crates, removing rubbish etc. <div style="text-align: center; border: 1px solid black; padding: 10px; margin: 10px auto; width: fit-content;"> <p>Registered Enterprise Agreement Industrial Registrar</p> </div>
Level 5	A Level 5 employee has completed structured training so as to enable the employee to perform work within the scope of this level.	An employee at this level performs work above and beyond the skills of a Level 6 employee and to the level of his/her training: <ol style="list-style-type: none"> 1. Works under routine supervision or instruction, either individually or in a team environment. 2. Understands and undertakes basic quality control/assurance procedures including the ability to recognise basic quality deviations/faults. 3. Reads instructions, records activities and utilises basic statistical control procedures. 4. Punctuality, diligence and reliability 	An employee at this level performs the following: <ul style="list-style-type: none"> • Repetition work on automatic, semi-automatic or single purpose machines or equipment; • use of selected hand tools; • keeping of simple records; • use of hand trolleys and crate dollies; • assistance in the provision of on the job training; • routine repetitive tasks; • basic customer service and liaison; • maintenance of sanitation/hygiene of work area; and • awareness of hygiene and food safety requirements. <p><u>Production & Packing Strand</u></p> <ul style="list-style-type: none"> • general product handling, labouring and cleaning duties; • the tin change operations; • operating a crate washer safely; • maintaining sanitation of area; • loading baskets; • identifying correct bags; • operating cliplocks; • knowing correct product codes; • monitoring quality and product cutting; • following orders and production runs.
Level 4	A Level 4 employee has a general knowledge of the company's operations as it relates to production, packing and customer service processes.	A Level 4 employee performs work above and beyond the skills of an employee at Level 5 and to the level of his/her training: <ol style="list-style-type: none"> 1. Is responsible for the quality of his/her own work subject to routine supervision; 2. Works under routine supervision 	An employee at this level performs the following: <ul style="list-style-type: none"> • Receiving, inspecting, documenting, recording, storing and assigning of inwards goods; • basic inventory control in the context of a production process; • basic keyboard skills; • operation of mobile equipment including forklifts and

	GENERAL	DUTIES & RESPONSIBILITIES	INDICATIVE TASKS
		<p>either individually or in a team environment.</p> <p>3. Exercises discretion within his/her level of skills and training.</p> <p>4. Is trained to operate machinery and equipment required in the performance of his/her work;</p> <p>5. Understands the importance of hygiene and food safety standards.</p>	<p>gantry cranes;</p> <ul style="list-style-type: none"> * undertaking training in the skilled operation of ferment plant; * assesses product quality and maintains basic statistical records; and * assists in the provision of on the job training. <p>Production Strand</p> <ul style="list-style-type: none"> * the dividing operation and operating machinery; * the moulding process and be able to set and adjust <p>Packing Strand</p> <ul style="list-style-type: none"> * Operating the slicing and flowpack machines; * operating other equipment (cliplocks, baggers); * make-up and assembly of orders * understanding of stock rotation procedures
Level 3	<p>A Level 3 employee is an employee who holds an appropriate trades certificate, or an employee of equivalent standing, who has a sound knowledge of the company's operations as it relates to production, packing and customer service processes.</p>	<p>Indicative tasks performed at this level are:</p> <ol style="list-style-type: none"> 1. basic quality checks on work of others; 2. lubrication of machinery and equipment. 3. assistance in provision of on job training. 4. recognition and identification of quality faults, or machine operation faults, rejection of sub-standard product; and 5. responsible for compliance with the Food Safety program. 	<p>A Level 3 employee performs the following:</p> <p>Production Strand</p> <ul style="list-style-type: none"> * Recognising and weighing ingredients; * monitoring dough quality and adjusting accordingly; * operating subsidiary equipment (e.g. ferment tanks, seeder, conveyors, Model K's etc.); * operating computerised machinery; * understanding the final proof process and operating machinery; * understanding the baking process and operating machinery; and * understanding the de-panning and cooling process and operating machinery. <p>Packing Strand</p> <ul style="list-style-type: none"> * Responsibility for the make-up and assembly of orders; * responsibility for the scheduling of meal breaks; * responsibility for on-line decision making relating to machine stoppages etc.; * responsibility for on-line Quality Assurance including measuring and recording of compliance with specifications.
Level 2	<p>A Level 2 employee is required to exercise skills and knowledge above and beyond an employee at Level 3 and to the level of his/her training:</p>	<ol style="list-style-type: none"> 1. good interpersonal communication skills; 2. exercises keyboard skills; 3. exercises discretion within the scope of this grade; 4. performs work under limited supervision either individually or in a team environment; 5. ensuring compliance with the Food Safety program; and 6. ensuring compliance with the Quality Assurance standards 	<p>A Level 2 employee performs the following:</p> <ul style="list-style-type: none"> * demonstrates a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production and packing areas, including finishing making 
Level 1	<p>A Level 1 employee is required to exercise skills and knowledge above and beyond an employee at Level 2 and to the level of his/her training:</p>	<ol style="list-style-type: none"> 1. is able to set up, operate and adjust all machinery and equipment relevant to his/her operational section; 2. provides guidance and assistance as part of a work team; 3. exercises discretion within the scope of this level; 4. works under general supervision either individually or in a team environment; 	<p>A Level 1 employee performs the following:</p> <ul style="list-style-type: none"> * task allocation; * work scheduling within a plan; * training staff; * accountable for Quality Assurance for an operational section; * accountable for compliance with Food Safety program for an operational section; * work performance assessment of staff; and * make recommendations for engagement, termination or promotion of staff.

	GENERAL	DUTIES & RESPONSIBILITIES	INDICATIVE TASKS
			<ul style="list-style-type: none"> Production Strand being responsible for an operational section, the employees of this level must be completely competent with all machinery, equipment and systems relating to this operational section (i.e. equal standard to each operator).

Transition Arrangements

Current Classification Golden Bake Agreement (NO.3)	Equivalent Buns Classifications Quality Bakers Ltd NSW Award 2000
Level 1	Level 1
Level 2	Level 2
Level 3	Level 3
Level 4	Level 4
Level 5	Level 5
Level 6	Level 6

Table 1

Classification	Total Rate Per 38 hour week pre 30 June 2001	Hourly Rate as pre 30 June 2001	Total Rate Per 38 hour week as at 30 th June 2001	Hourly Rate as at 30 th June 2001
Level 1	630.26	16.5858	649.16	17.0833
Level 2	577.07	15.1861	594.38	15.6416
Level 3	550.54	14.4879	567.05	14.924
Level 4	510.95	13.4461	526.28	13.8495
Level 5	484.53	12.7509	499.07	13.1334
Level 6	456.60	12.0158	470.30	12.3763

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