

goodman fielder



**Goodman Fielder Baking (Canberra) and United
Workers Union Enterprise Agreement 2023 - 2025**

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PART 1 - APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Goodman Fielder Baking (Canberra) and United Workers Union Enterprise Agreement, 2023 - 2025.

1.2 Term of Operation

This Agreement shall operate from seven (7) days after approval by Fair Work Commission. The nominal expiry date of this Agreement shall be 6 September 2025.

1.3 Application

This Agreement shall apply to all waged employees of Quality Bakers Australia Pty Limited employed at 191 Gladstone Street, Fyshwick ACT.

This Agreement does not apply to salaried employees or employees covered by the Clerks – Private Sector Award 2020 or employees covered by the Manufacturing & Associated Industries & Occupations Award 2020.

1.4 Parties Covered

This Agreement covers:

- Quality Bakers Australia Pty Limited;
- United Workers Union (ACT Branch); and
- All waged employees who perform duties outlined by the classifications outlined in this Agreement.

1.5 Relationship to Award / No Extra Claims

- (a) This Agreement is an autonomous document and shall operate to the exclusion of all other industrial instruments and Awards to the extent permitted by law.
- (b) This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (c) The Union, the Company and its employees that are covered by this Agreement will not pursue any extra claims for the life of this Agreement.

1.6 Definitions

1.6.1 “**Agreement**” means this agreement named the *Goodman Fielder Baking (Canberra) and United Workers Union – Enterprise Agreement, 2023-2025*.

1.6.2 “**Award**” means the relevant Modern Award applicable to the work performed by an Employee.

1.6.3 “**Company**” means Quality Bakers Australia Pty Limited.

- 1.6.4 “**Employees**” means all wage employees whether members of United Workers Union or not, and whose employment is, at any time when this Agreement is in operation, subject to this Agreement.
- 1.6.5 “**Parties**” means the Company, the employees, and the Union.
- 1.6.6 “**NES**” means the National Employment Standards.
- 1.6.7 “**FW Act**” means *Fair Work Act 2009* (Cth).
- 1.6.8 “**The Union**” means United Workers Union (ACT Branch).
- 1.6.9 “**Ordinary Hours**” means the employee’s rostered hours based on an average of 38 hours per week.
- 1.6.10 “**Ordinary Pay**” means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week. “Ordinary Pay” excludes overtime, penalty rate of all types – including those attaching to working ordinary hours (for example) on a Saturday, shift allowances, special rates, fares and travelling times, time allowances and other ancillary payments of a like nature.
- 1.6.11 “**Shift Workers**” A shift worker under this Agreement and for the purposes of the National Employment Standards shall mean an employee who is regularly rostered to:
- Work on Sundays or public holidays (who is therefore a seven-day shift worker), OR
 - Commence ordinary hours on any days of the week from Monday to Friday prior to 4.00am, OR
 - Rostered to finish ordinary hours on any days of the week from Monday to Friday after 7.00pm.
- 1.6.12 “**Immediate family**” means:
- (a) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
 - (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

1.7 Statement of Intent

This Agreement reflects a joint commitment by Quality Bakers Australia Pty Limited (“the Company”) its employees and United Workers Union, ACT Branch (“The Union”) to provide workplace and employment conditions under which the services of the Company can be delivered in an efficient, flexible, and profitable manner.

It is the intent of the parties to:

- Utilise the terms of this Enterprise Agreement in a constructive, managed, and cooperative manner in order to ensure a workplace that reflects industry best practice and supports the long-term viability of the business, and hence the employment security of the employees.

- Increase the domestic competitiveness of the business by achieving significant and on-going improvement in efficiency, productivity, workplace flexibility and quality of products and services.
- Increase job scope, ensure job satisfaction and the quality of working life of the employees.
- Provide broader career paths for all employees based on skills and competencies and the contribution they make to the business performance.
- Ensure the development of participative management/employee decision-making processes which support the contribution of employees on all work-related issues.
- Provide high standards of Occupational Health and Safety, equality of employment and exclusion of discrimination in any form.
- Adequately reward employees and ensure they share in improved productivity of the Enterprise.
- Positively promote and protect the employment of current employees.

PART 2 – FLEXIBILITY

2.1 Labour Flexibility

- 2.1.1 The Company may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence, and training.
- 2.1.2 The Company requires the flexibility to vary employee numbers in line with the demands placed on the site, ensuring the provisions of time, skill and safety are met.
- 2.1.3 To provide better utilisation of employee resources and minimize exposure to injury whilst providing employees with additional competency, the Company may direct an employee to undertake work (and shall provide additional training if required) on another production line/workstation.
- 2.1.4 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 2.1.5 Any direction issued by the Company pursuant to Clauses 2.1.3 and 2.1.4 shall be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- 2.1.6 An employee will undertake lower-level tasks when needed but will be paid at their normal rate of pay provided that time, skills, and safety provisions are met. In the case of a disagreement between an employee and the Company requesting the performance of such tasks, the Grievance Dispute Resolution Procedure contained in Clause 4.8 shall have application.

2.2 Requests for Flexible Working Arrangements

Employee may request change in working arrangements

(1) If:

- (a) any of the circumstances referred to in 2.2 (1A) apply to an employee; and
 - (b) the employee would like to change his or her working arrangements because of those circumstances;
- then the employee may request the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

(1A) The following are the circumstances:

- (aa) the employee is pregnant
- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing family and domestic violence;
- (f) the employee provides care or support to a member of the

employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.

(1B) To avoid doubt, and without limiting subsection (1), an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child; may request to work part-time to assist the employee to care for the child.

(2) The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee—the employee:
 - (i) is, immediately before making the request, a regular casual employee of the employer who has been employed on that basis for the sequence of periods of employment during a period of at least 12 months; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(2A) for the purposes of applying paragraph (2)(a) in relation to an employee who has had their employment converted under Division 4A of Part 2-2, any period for which the employee was a regular casual employee of the employer is taken to be continuous service for the purpose of that paragraph.

(3) The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

(4) If, an employee requests an employer for a change in working arrangements relating to circumstances that apply to the employee, the employer must give the employee a written response to the request within 21 days.

(5) The employer may refuse the request only on reasonable business grounds. Without limiting what are reasonable business grounds are for the purpose of subsection (5), reasonable business grounds include the following:

- (a) That the new working arrangements requested would be too costly for the employer;
- (b) That there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested
- (c) That it would be impractical to change the working arrangement of other employees, or recruit new employees, to accommodate the new working arrangements requested;
- (d) That the new working arrangements requested would be likely to result in a significant loss in efficiency or productivity;
- (e) That the new working arrangements requested would be likely to have a significant negative impact on customer service

(6) If the employer refuses the request, the written response must:

- (a) Include details of the reasons for the refusal; and
- (b) Without limiting paragraph (a) of this subsection:
 - i. Set out the employer's particular business grounds for refusing the request; and

- ii. Explain how those grounds apply to the request; and
- (c) Either:
 - i. Set out the changes (other than the requested change) in the employee's working arrangements that would accommodate, to any extent, the circumstances mentioned in subsection (1) and that the employer would be willing to make' or
 - ii. State that there are no such changes

2.3 Individual Flexibility Arrangement

2.3.1 Notwithstanding any other provision of this Agreement, the Company and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Company and the individual employee. The terms the Company and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed.
- (b) overtime rates.
- (c) penalty rates.
- (d) allowances; and
- (e) leave loading.

2.3.2 The Company and the individual employee must have genuinely made the agreement without coercion or duress.

2.3.3 The agreement between the Company and the individual employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 2.3.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

2.3.4 The agreement between the Company and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the Company and the individual employee and, if the employee is under 18 years of age, the employee's parent, or guardian.
- (b) state each term of this award that the Company and the individual employee have agreed to vary.
- (c) detail how the application of each term has been varied by agreement between the Company and the individual employee.
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

2.3.5 The Company must give the individual employee a copy of the agreement within 14 days and keep the agreement as a time and wages record.

2.3.6 Except as provided in clause 2.3.4.1 the agreement must not require the approval or consent of a person other than the Company and the individual employee.

- 2.3.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 2.3.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 2.3.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this award.

2.4 Joint Consultative Committee

The Joint Consultative Committee (JCC) is to:

- Operate as the consultative structure for reviewing and monitoring this agreement;
- Assist in the resolution of concerns and/or disputes arising from the operation of this agreement and other major employee related issues, and;
- Work with employees in providing a productive and positive place to work.

For the life of this Agreement the aims of the JCC will include but not be limited to:

- Engage in discussions in good faith and facilitate processes within reasonable timeframes.
- To consider reports and ideas generated by employees and employer representatives on a range of issues.
- To review and monitor the operation and implementation of this agreement.
- To assist in the resolution of any disputes arising out of the operation of this agreement (without impairing access to the dispute resolution procedure of this agreement.)
- Where appropriate assist in the resolution of employee grievances that have not been resolved through use of the dispute resolution procedure.
- Monitor & report on levels of employee use of the dispute resolution procedure.
- To consider employment related matters.
- During the life of this Agreement discuss and review current employee relations, Code of Conduct and policies and procedures with an industrial relations impact and their associated guidelines.
- To monitor on a monthly basis, or as otherwise determined by the Committee the use of labour profile, including the use of permanents, full time, part time, casuals (direct and indirect)
- Monitor employee turnover trends

The employer must set up a JCC for the workplace within two months of being requested to do so by a Union Delegate for the workplace, or by five or more workers at the workplace. The employer can also establish a JCC on their own initiative.

At least half of the members of the JCC must be workers that have not been nominated by the employer. Any Union Delegate for the workplace can join the committee if they wish

The Committee must meet at least once every three months and at any reasonable time at the request of at least half of the members of the committee.

Each committee member must be allowed to spend such time as is reasonably necessary to attend meetings of the committee or carry out functions as a member of the committee. This must be paid time based on the rate they would have otherwise been paid at the time.

A minute taker will be provided by the employer and minutes will be provided to JCC members and placed on workplace notice boards within 3 days of each meeting.

Meetings will be alternately chaired by management and employee representatives.

PART 3 – EMPLOYMENT CATEGORIES

3.1 Contract of Employment

Employees covered by this Agreement shall be advised in writing of their employment category upon appointment.

3.2 Full Time Employment

3.2.1 Full time employees are those regularly engaged for no less than an average thirty-eight (38) ordinary hours per week.

3.2.2 Current hours of work for full time employees shall not be altered without the agreement of the Company, the employee(s) concerned and the relevant employee representative(s).

3.2.3 A full-time employee shall not be required to work as a part-time employee unless otherwise agreed.

3.3 Part Time Employment

3.3.1 Part-time employees shall be engaged to work a regular number of hours per week under a Contract of Employment, which will be less than full time employment.

3.3.2 Subject to the exceptions permitted under this clause, each employee's Contract of Employment shall specify the days of the week upon which ordinary hours are to be worked and the number of ordinary hours to be worked on each of those days.

3.3.3 The Contract of Employment may be varied at any time, either for an indefinite or specified period, by agreement between the Company and the employee directly concerned and the relevant employee representative(s), subject to the limitations and procedures specified below:

(a) Ordinary hours for part time employees shall be between an average of twelve (12) and thirty-six (36) ordinary hours per week, inclusive. Provided that part time employees may work full-time for defined periods by agreement under the provisions of subclause 3.3.3.5 of this clause.

(b) The ordinary hours of work shall not be less than four (4) hours on any day nor more than twelve (12) hours on any day

(c) Part-time employees when on personal leave, annual leave, long service leave, jury service or compassionate leave shall be paid the amount which they would have been paid for ordinary hours on the day if they had worked.

(d) Subject to this sub-clause, all provisions of this Agreement shall apply to part-time employees on a pro rata basis.

(e) Variation to Part-time employee arrangement:

(i) Subject to (ii) below, variations to a part-time employee's arrangements may only be made by a further written agreement, specifying the hours, days,

duration, and commencement date and signed by the employee and the Company. A copy will be provided to the employee.

- (ii) Where the ordinary hours are reduced, the employee will be advised in writing of the effect on earnings and other entitlements such as annual, personal, and long service leave.
- (iii) Employees may refer any issues related to the variation of part time employment arrangements to their supervisor or union representative.

3.4 Flexible Part-time Provisions

Part-time employees engaged after 7th March 2004 shall be engaged on the following terms:

- 3.4.1 The engagement is subject to a minimum number of hours per week, between 12 and 36 per week, with a minimum daily engagement of 4 hours.
- 3.4.2 Overtime will be paid at the rates specified in Clause 5.6 to the employee for all hours worked: a. in excess of the agreed rostered hours, b. in excess of 12 hours on any particular day, c. on the 6th or 7th days of the week, or d. in excess of 38 hours per week.
- 3.4.3 Employees engaged under this provision will be required to work reasonable additional hours to meet operational or customer needs taking into account the employee's personal circumstances.
- 3.4.4 Subject to operational needs a part-time employee engaged under these provisions will be provided as much notice as possible of the daily or weekly rostered hours required.
- 3.4.5 All conditions applicable to full-time employees shall apply to part-time employees provided that leave entitlements shall apply on a pro rata basis

3.5 Casual Employment

- 3.5.1 A casual employee shall mean an employee (other than a full time or part time employee) who is paid and engaged on an hourly basis.
- 3.5.2 A casual employee may be engaged in an emergency or to supplement permanent employees when such employees are not available.
- 3.5.3 Subject to this sub-clause all provisions of this Agreement shall apply to a casual employee except the follow clauses:

<i>2.4 Joint Consultative Committee Clause</i>
<i>5.2 Flexible Leave Bank Clause</i>
<i>6.3 Annual Leave Clause</i>
<i>6.4 Annual Leave Loading Clause</i>
<i>6.7 Personal Leave Clause</i>
<i>6.8 Sickness and Accident Insurance Clause</i>
<i>4.5 Redundancy Clause</i>
<i>3.7 Probationary Period Clause</i>

In addition, Clause 6.9 (Compassionate leave) and Clause 6.7 (Personal/Carer's leave) apply to casuals on the basis that any leave taken in accordance with either of these clauses shall be unpaid leave.

3.5.4 The ordinary hours of work shall not be less than four (4) hours on any day nor more than 12 hours on any day.

3.5.5 Overtime is to be paid after 12 hours per day, or the full-time rostered hours for the day worked in the area the duties are performed, or 38 hours per week.

3.5.6 Casual Conversion

(a) A Casual Employee who works regularly and/or continuously for 6 months, (which includes initial probation period) may be offered permanent part time or full-time employment by the Company if such work is to be regular and ongoing. This provision does not apply to casual employees who work on an occasional basis, for a specific period of time, for a specified task or for the duration of a specified season (this includes but is not limited to filling in for employees who are on leave, whether short or long-term absences).

(b) Based on the 6-month period prior to making the election, an employee who has worked on a full-time basis may only elect conversion to full-time status and an employee who has worked on a part-time basis may only elect conversion to part-time status, unless otherwise agreed with the Company.

(c) The Company shall give the employee written notice of their right to elect conversion within 4 weeks of becoming eligible for conversion. The employee has 4 weeks from receipt of notice to elect conversion in writing. An employee who does not elect conversion within this timeframe is deemed to have elected against conversion.

(d) If the Company does not provide the above notice, the employee maintains their right to elect conversion and must do so in writing.

(e) Within four (4) weeks of receiving the employee's election for conversion, the Company shall consent to or refuse the conversion. If refused, the Company shall provide a reasonable explanation and the parties shall genuinely attempt to reach agreement with each other.

(f) When conversion to permanent employment is approved by the Company, the parties shall enter into a written agreement confirming the new employment status, i.e., full-time, or part-time, and the commencement date. After conversion to permanent status, an employee may only revert to casual status by written agreement with the Company.

(g) An employee shall not be terminated and re-engaged by the Company to avoid the provisions of this clause.

3.6 Fixed Term Employment

An employee may be engaged for a specified fixed term in order to meet peak or seasonal demands, for special projects, to cover longer term absences such as Parental Leave, or when a special need arises by agreement between the relevant employee representative and management.

3.7 Probationary Period

3.7.1 A probationary period of six (6) months will be applied to all new employees, other than casuals. This probationary period shall commence from the date of engagement. During the probationary period, the employee's employment may be terminated by either the employee or the Company with the giving of a week's notice, or less by agreement.

- (a) On commencing employment, probationary employees will be advised as to the performance standards expected of them and will be provided with adequate feedback through regular performance reviews during the period of probationary employment.
- (b) If during the period of probationary employment an employee resigns or is dismissed by the Company, the employee is required to surrender any company property in their possession, including any Company uniforms issued at the commencement of employment. Should an employee fail to comply with this requirement, the cost of the uniforms or other property will be deducted from any monies due to the employee at the date of termination

3.8 Employment of Apprentices

3.8.1 Apprentices shall be employed in accordance with the provisions of any relevant legislation, including the Fair Work Act 2009 and this Agreement. All provisions of this Agreement shall apply to an apprentice, subject to the following sub clauses which apply only to apprentices:

- (a) The period of apprenticeship for persons entering the trade of bread manufacturing shall be as set out in their Deed of Indenture. The nominal term being four years.
- (b) An apprentice who gains a pass at the Stage I Examination of the trade or correspondence course shall be paid a margin as set out in Item 1 of Appendix C in addition to the rate prescribed in this Agreement for the remainder of their term of apprenticeship commencing from the first pay period the calendar year following the examination.
- (c) An apprentice who successfully completes their full course in the bread manufacturing trade or correspondence course of technical training shall be paid a margin as set out in Item 2, of Appendix C, in addition to the margin prescribed by (b) of this sub-clause, and in addition to the rates commencing for the prescribed within this Agreement for the remainder of their term of apprenticeship first pay period in the calendar year following the examination.
- (d) An apprentice who passes at all stages of the trade course in the period normally required for its completion and whose workshop performance is satisfactory shall, during the last six months of apprenticeship or the balance of apprenticeship

whichever is the less, be paid at the rate, including shift penalty rates, prescribed for a tradesperson under this Agreement.

- (e) An apprentice whose place of work and or residence are so situated that it is reasonably practicable for the apprentice to attend a college which conducts the trade course, shall attend such college for study in the trade course for the period necessary for them to qualify in the course and shall repeat any stage or any subject in a stage of the course which they have failed to complete satisfactorily; provided that an apprentice who, due to circumstances beyond their control, fails in any subject of the course, may with the course beyond the normal duration of the course if reports from the college show that satisfactory progress is being made; and provided further that an apprentice who fails in any stage of the course may progress to the next stage of the course if permitted to do so by the college under an arrangement approved by the Department of Technical Further Education.
- (f) The college fees for instruction of each apprentice shall be paid by the Company for each year of the trade course or correspondence course.
- (g) Any apprentice who is given time off during ordinary working hours for the purpose of attending at a college for instruction and fails to so attend shall not be paid for such time off.
- (h) The Company shall reimburse to an apprentice all fares reasonably incurred in attending the college.
- (i) The Company shall co-operate with the technical college in the training of an apprentice in the manner recommended by the technical college.
- (j) An apprentice who is not obliged to attend the trade course in accordance with sub-clause (e) of this clause shall study the trade course by correspondence, as conducted by the Department of Education and Training. For the purpose of taking full advantage of the instruction by correspondence, the apprentice to whom this subclause shall apply, during ordinary working hours, shall study to carry out assignments of this course for two hours each week, and the Company shall pay such apprentice his wage and shift penalty rates during such time
- (k) During each stage of the correspondence course referred to in paragraph (j) of this sub-clause, the apprentice shall attend a technical college for training for such period as is required from time to time by TAFE, provided that satisfactory progress has been made with correspondence lessons. Such attendances shall not be undertaken during the period of annual leave, and the Company shall pay all fees, fares and reasonable accommodation expenses in connection with the training for each period of four weeks not otherwise made by the A.C.T. Vocational Education and Training Authority.

3.9 Maintenance Work

- 3.9.1 Any employee who possesses the skills required to perform routine maintenance of equipment, although primarily employed in another capacity, may be required to perform such tasks as directed by their supervisor in the area which they are employed i.e., distribution, Breadroom etc.

3.9.2 Provided that a supervisor will not require an employee to perform routine maintenance unless the supervisor is satisfied that the employee is competent to carry out the maintenance.

PART 4 – COMPANY AND EMPLOYEE RELATED ARRANGEMENTS

4.1 Termination of Employment

4.1.1 Notice of Termination by Employer

(a) The Company must not terminate an employee's employment unless:

- (i) The employee has been given either the period of notice required by subsection 4.1.1.2 below, or compensation instead of notice; or
- (ii) The employee is guilty of misconduct or serious misconduct, that is, misconduct of a kind such that it would be unreasonable to require the Company to continue the employment during the notice period.

(b) The required period of notice shall be:

Employees period of continuous service with the Company:	Period of notice:
Not more than 1 year	1 week
More than 1 but not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
More than 5 years	4 weeks

(c) The period of notice is increased by one week if the employee is over 45 years of age and has completed at least 2 years of continuous service with the Company.

(d) Payment in lieu of notice shall be made if the appropriate notice period is not given. If appropriate, part of the period may be worked out, and the remainder shall be paid out.

4.1.2 Notice of Termination by Employee

(a) Employment may be terminated by the employee by giving one week's notice to the Company, at any time during the week, or by the forfeiture of one week's wages in lieu thereof.

(b) The period of notice may be waived with the mutual agreement of both parties.

(c) When employment is terminated with notice, wages, and any other payments due shall be paid in the next pay period following the employee's final day of employment.

(d) Except when absent on approved leave, an employee not attending for duty shall lose pay for the actual time of such non-attendance.

4.1.3 Termination in relation to a Public Holiday

(a) Where the Company terminates the employment of an employee, except by reason of the misconduct of the employee (proof whereof shall lie on the Company), within fourteen days prior to a public holiday or a group of public holidays, the employee shall be paid for that holiday or group of holidays provided such employee has been employed for a period of at least one week prior to the termination of employment.

Further, where the employee is re-employed within a period of one month of the termination of employment, the employee shall be paid for all holidays occurring within the period between the termination of service and re-employment provided further that no employee shall be entitled to receive payment from more than one Company in respect of the same public holiday or group of holidays.

- (b) When any two or more of the holidays prescribed in this Agreement occur within one week of one another, such holidays shall, for the purpose of this Agreement be deemed to be a group of holidays.
- (c) The provisions of this clause shall not apply to casual employees.

4.2 Abandonment of Employment

- 4.2.1 Where an employee is absent from work for a period of three (3) or more consecutive working days without consent or notification to the Company of illness or other reasonable explanations, the Company will commence the abandonment of employment process.
- 4.2.2 The Company shall take reasonable steps to:
 - (a) contact the employee formally in writing
 - (b) provide the employee with an opportunity to explain their absence from work; and
 - (c) give genuine consideration to any explanation provided by the employee
- 4.2.3 If an employee does not respond to formal correspondences from the Company within the specified timeframe (up to seven (7) calendar days), a further letter will be sent to the employees last known address advising that their services have been terminated due to abandonment of employment.
- 4.2.4 Where an employee abandons their shift without notification or approval from the appropriate supervisor, they may be subject to disciplinary action.

4.3 Procedure for the Introduction of 10-12 Hour Shifts and/or Rosters over More than five (5) Successive Days

- 4.3.1 Flexibility in the designated patterns of work will optimise work effectiveness, offer the Company greater opportunities to respond to market and customer requirements and provide employees with greater scope for balancing work and family commitments. The parties to this Agreement are committed to the following procedure for the introduction of shifts in excess of ten hours and up to twelve hours, and/or of rosters incorporating more than five successive working days.
- 4.3.2 The Company will provide information on the causes of and nature of the proposed change including Occupational Health and Safety considerations (excluding any confidential or commercially sensitive information) and all aspects of the proposed change will be fully discussed with all affected employees and the relevant employee representative(s). If any affected employees appoint a representative for the purposes of this clause and notify the Company of the representative's identity, then the Company will consult with the representative on behalf of the employee/s.
- 4.3.3 When discussing the proposed change with affected employees and/or their representatives, the Company will invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring

responsibilities) and will consider any views given by the employees about the impact of the change. Other considerations to be taken into account by the Company in deciding whether to introduce the proposed change will include current business requirements and customer demands, quality of life, social and family considerations as well as income concerns for individual employees.

- 4.3.4 Each group of employees, after full consultation as described in clauses 4.3.2 to 4.3.4, agrees to participate in a trial of the proposed change. The trial period will be mutually agreed upon, having regard to the necessity to allow a trial an adequate period of time in order to assess its success and effect on employees. If not agreed within 14 days after the consultation has started, then the Company may nominate the length of the trial period.
- 4.3.5 The trial will be reviewed by the Company at the end of the trial period. This review will include Occupational Health and Safety considerations and any pertinent issues identified prior to the trial. The conclusions from this review will be communicated to employees and their representatives. The Company may then implement the proposed change on a permanent basis.
- 4.3.6 A shift system may be adopted by the parties by mutual agreement. Provided that where mutual agreement is not reached then the parties agree to resolve the issue through the Grievance Dispute Resolution Procedure, Clause 4.7 of this Agreement.
- 4.3.7 Each roster shall provide for at least two rest days for each seven days covered by the full roster cycle, with each rest period normally being a minimum of two consecutive days.
- 4.3.8 A twenty-minute paid crib break is to be taken between the eighth and tenth hours of any twelve-hour shift at time mutually agreed between the employees and the Company.
- 4.3.9 Following the review of the trial arrangements, employees may be engaged under the above work roster arrangements provided that the roster details are provided to the employee prior to their acceptance of the position.
- 4.3.10 The relevant employee representative(s) shall be provided with full details when such rosters are implemented.

4.4 Introduction of Change

4.4.1 Company's Duty to Notify

- (a) Where the Company has made a definite decision to introduce major changes in production, program, Organisation, structure, or technology that are likely to have significant effects on employees, the Company shall notify the employees who may be affected by the proposed changes and subsequently any employee representative/s, as soon as practical.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation, or size of the Company's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer or employees to other work - or locations or the restructuring of jobs.

- (c) Provided that where this Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

4.4.2 Company's Duty to Discuss Change

- (a) The Company shall discuss with the employees affected and any representative an affected employee appoints and identifies to the Company the introduction of the changes referred to in subclause 4.4.1 above "Company's Duty To Notify" of this clause, the effects the changes are likely to have on employees and shall give prompt consideration to matters raised by the employees and/or their representative/s in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the Company to make the changes referred to in subclause 4.4.1 of this clause.
- (c) For the purpose of such discussion, the Company shall provide to the employees concerned and their representative/s all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Company shall not be required to disclose confidential or commercially sensitive information the disclosure of which may adversely affect the Company.

4.4.3 Consultation about changes to rosters or hours of work

- (a) Clause 4.4.3 applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic, or unpredictable.
- (b) The employer must consult with any employees affected by the proposed change and their representatives (if any).
- (c) For the purpose of the consultation, the employer must:
 - i. provide to the employees and representatives mentioned in clause (b) information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - ii. invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- (d) The employer must consider any views given under clause (c)(ii)

4.5 Redundancy

4.5.1 Application

- (a) This clause shall apply in respect of full time and part time employees employed under Appendix D - Classifications of this Agreement.
- (b) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency, or neglect of duty, or

in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specific task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

4.5.2 Redundancy

Discussions before Terminations

- (i) Where the Company has made a definite decision that the Company no longer wishes the job the employee has been doing done by anyone pursuant to subclause 4.4 "*Introduction of Change*", and that decision may lead to the termination of employment, the Company shall hold discussions with the employees directly affected and with any representative an affected employee appoints and identifies to the Company.
- (ii) The discussions shall take place as soon as practicable after the Company has made a definite decision which will invoke the provision of paragraph (i) of this subclause and shall cover, inter alia, any reason for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination of the employees concerned.
- (iii) For the purposes of the discussion the Company shall, as soon as practicable, provide to the employees concerned and their representative/s all relevant information about the proposed terminations including the reasons for the proposed terminations, the number, and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any Company shall not be required to disclose confidential or commercially sensitive information the disclosure of which may adversely affect the Company.

4.5.3 Termination of Employment

(a) Notice for Changes in Production, Program, Organisation or Structure

- (i) The notice to be applied to terminations by the Company for reasons arisen from "production", "program", "organisation" or "structure" in accordance with subclause 4.4.1 (b) of this clause shall be four (4) weeks, or four (4) weeks' pay in lieu of such notice. Provided that this period of notice shall be increased by one week if the employee is over 45 years of age and has completed two years continuous service with the Company.

(b) Notice for Technological Change

This subclause sets out the notice provisions to be applied to terminations by the Company for reasons arising from "technology" in accordance with subclause 4.4.1 (b) of this clause:

- (i) In order to terminate the employment of an employee the Company shall give to the employee three (3) months' notice of termination.

- (ii) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (iii) The period of notice required by this subclause to be given shall be deemed to be service with the Company for the purposes of *the Long Service Leave Act 1976*, the *Annual Holidays Act 1973*, or any other Act amending or replacing either of these Acts.

4.5.4 Time Off During the Notice Period

- (a) During the period of notice of termination given by the Company an employee shall be allowed up to one day's time off without loss of pay during the week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the Company, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

4.5.5 Employee Leaving During, the Notice Period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires. The employee shall be entitled to the same benefits and payments under this clause had the employee remained with the Company until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment In lieu of notice.

4.5.6 Statement of Employment

The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

4.5.7 Notice to The Department of Human Services

- (a) Where a decision has been made to terminate 15 or more employees due to redundancy, the Company shall notify The Department of Human Services as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.
- (b) The Company shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by The Department of Human Services.

4.5.8 Transfer to Lower Paid Duties

Where an employee is transferred to lower paid duties for reasons set out in 4.4 "Introduction of Change" of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the Company may at the Company's option make payment in lieu thereof of an amount equal to the difference

between the formed ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

4.5.9 Severance Pay

- (a) Where an employee is to be terminated pursuant to subparagraph 4.5.3 of this clause, subject to further order of Fair work Commission, the Company shall pay a minimum of eight (8) weeks' severance pay or three (3) weeks' severance pay in respect of each completed year of continuous service to a maximum of fifty-two (52) weeks, whichever is the greater. Further, employees shall receive pro-rata entitlements for part years.
- (b) However, if the scale below provides a greater benefit for the employee in such circumstances, then this scale shall be observed:

Years of Service	Under 45 Years of Age Entitlement	45 years or older with two years of service Entitlement
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- (c) If an employee is entitled to more than 52 weeks of Severance Pay as 1 July 2012 (as per sub clause (a)), then the employee's severance entitlement will be frozen at the current level and their severance entitlement will no longer increase.

For example, an employee who has 20 years of service at 1 July 2012 and would be entitled to 60 weeks of severance pay. At 1 July 2013 their entitlement will remain at 60 weeks regardless of the extra year of service.

- (d) An employee's severance entitlement (as per sub clause 4.5.9.1 or 4.5.9.2) which is less than 52 weeks as at 1 July 2012 will have their future entitlement capped at a maximum of 52 weeks.
- (e) "Weeks' Pay" means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over award payments, shift penalties and allowances paid in accordance with this Award.

4.5.10 Alternative Employment

Subject to an application by the Company and further order of Fair Work Commission, the Company may pay a lesser amount (or no amount) of severance pay than that contained in subparagraph 4.5.9 above if the Company obtains acceptable alternative employment for an employee.

4.5.11 Other Entitlements

In addition to the notice prescribed in subclause 4.5.3 above and the severance payments prescribed in 4.5.9 above, employees who are made redundant shall receive pro-rata Long Service Leave for the entire period of their continuous service.

4.5.12 Selection Criteria for Redundancy

Should the need arise for redundancies, the Company wishes to be able to manage the selection process in a fair and equitable manner which will ensure that the skills and competencies required to run the business are retained.

4.5.13 Procedures Relating to Grievance

Grievances relating to individual employees will be dealt with in accordance with clause 4.8 Grievance Dispute Resolution Procedure of this Agreement.

4.6 Harassment, Discrimination, Bullying & Equal Employment Opportunity

4.6.1 It is the intention of the parties to this Agreement to prevent and eliminate harassment and discrimination as defined by the *Australian Capital Territory Discrimination Act 1991 (ACT)* and the *Fair Work Act 2009* as amended from time to time which includes:

- (a) Discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, sexual preference, political belief or activity, trade union activity, lawful sexual activity, and association with, or relation to, a person identified on the basis of the above attributes;
- (b) Harassment and sexual harassment;
- (c) Racial and religious vilification; and,
- (d) Bullying.

4.6.2 Any behaviour which creates an offensive, uncomfortable, or threatening work environment will not be tolerated.

4.6.3 Accordingly, in fulfilling their obligations under the Grievance Dispute Resolution Procedure in Clause 4.8, the parties to this Agreement must take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects. All complaints will be treated sensitively, fairly, confidentially and in a timely manner.

4.6.4 Under the *Australian Capital Territory Discrimination Act 1991 (ACT)* it is unlawful to victimise an employee. Victimisation occurs when a person is treated less favourably than others or is threatened with less favourable treatment because that person has made, or intends to make, a discrimination or harassment complaint.

4.7 Code of Conduct – Behaviour in the Workplace Policy

All Employees acknowledge that they must comply with the Company Code of Conduct – Behaviour in the Workplace Policy.

4.8 Grievance Dispute Resolution Procedure

- 4.8.1 This procedure is designed to promote the prevention and resolution of grievances / disputes by measurers based on consultation, co-operation, and discussion and to avoid interruption to the performance of work and the consequential loss of production and wages.
- 4.8.2 A matter of grievance/dispute may arise from matters under this agreement or in relation to the NES.
- 4.8.3 In the first instance, the parties will attempt to resolve the matter in the dispute at the workplace by discussions between the employee(s) concerned and the relevant Team Leader, Supervisor or Manager. The employee may invite an employee support person or delegate to be involved in the discussions.
Where the dispute concerns alleged actions of the immediate supervisor the employee(s) may bypass this level and attempt to resolve the matter with the employee(s) concerned and one-up manager.
- 4.8.4 If such discussions do not resolve the matter as set out in 4.8.3, the parties will arrange further discussions involving more senior levels of management as appropriate. The employee may invite an employee, delegate, or the Union representative to be involved in the discussions.
- 4.8.5 If all means for conciliation have been exhausted, either party may refer the dispute to Fair Work Commission for arbitration. A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Part 5.1, Division 3 of the Act. Therefore, an appeal may be made against the decision.
- 4.8.6 Reasonable time limits must be allowed for discussion at each level of authority.
- 4.8.7 Only relevant parties involved in the dispute procedure steps shall be released on paid time to attend meetings.
- 4.8.8 If the matter in dispute is in relation to a Company Policy breach or covered by the Goodman Fielder – Code of Conduct – Behaviour in the Workplace Policy (Appendix A), then the Company will make a determination as to whether or not work will continue as it did prior to the dispute arising. The Company will in these situations, make a determination as to whether an employee/s will be stood down on reasonable grounds until the matter is resolved.
- 4.8.9 However, if the matter in dispute does not relate to the Goodman Fielder – Code of Conduct – Behaviour in the Workplace Policy (Appendix A) and is related to matters such as wages and conditions of employment covered by the Agreement, then until the matter in dispute is resolved, the status quo will prevail.
- 4.8.10 Until the matter in dispute is resolved, work will continue as it did prior to the dispute arising, except where an employee or employees have been stood down by the Company on reasonable grounds.
- 4.8.11 The procedure as outlined in Clause 4.8.3 shall not be available in instances where an Employee's employment has been terminated in accordance with Clauses 3.6 (Fixed Term Employment), 3.7 (Probationary Employment) or 4.2 (Abandonment of Employment).

PART 5 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

5.1 Hours of Work

- 5.1.1 The ordinary hours of work for employees other than part-time employees shall not be less than thirty-eight (38) per week.
- 5.1.2 The ordinary hours of work for part-time employees shall be as provided in Clause 3.3 and 3.4.
- 5.1.3 Subject to Clause 5.4.2 the ordinary hours of work prescribed herein may be worked on any day of the week between Sunday and Saturday.
- 5.1.4 The ordinary hours of work shall be worked on not more than five consecutive days per week. However, by agreement between the Company, the majority of employees affected and the relevant employee representative(s), the ordinary hours of work may be worked over non-consecutive days of the week.
- 5.1.5 The ordinary daily hours of work shall be:
 - (a) For full-time employees, not less than 6 hours nor more than twelve (12) hours per day;
 - (b) For part-time employees not more than twelve (12) hours per day.
 - (c) For casual employees, not less than four (4) hours nor more than 12 hours per day.
- 5.1.6 Circumstances may arise where different work rosters will apply to various groups or sections of employees in the factory or establishment concerned.
- 5.1.7 Other than in circumstances provided for in Clause 3.4, the ordinary hours of work shall be worked continuously except for meal breaks. Provided further that an unpaid meal break given and taken in accordance with the provisions of clause 5.1 of this Agreement shall not cause any single shift of work to be treated as two separate shifts for any purposes of this Agreement.

5.2 Flexible Leave Bank System

The intention of the Flexible Leave Bank System is to provide permanent employees with a choice of either paid time off to attend to personal or other matters or cashing in of accumulated hours worked. The principles of the Flexible Leave Bank System are as follows:

- 5.2.1 At the commencement of this Agreement, all permanent employees shall decide whether or not they wish to participate in the Flexible Leave Bank System. Employees shall be given the opportunity to make a similar election at the end of three (3) months, or in any circumstance where an employee has their weekly ordinary hours changed.
- 5.2.2 Credits for the Flexible Leave Bank will accrue by deducting 5% from each employee's ordinary time Agreement wages (inclusive of all ordinary time penalties and all-purpose allowances but exclusive of overtime payments.) and by crediting the amount deducted to the employee's Flexible Leave Bank.
- 5.2.3 An employee and their supervisor may mutually agree to the taking of Flexible Leave at any time, for any purpose, and over any desired period.

- 5.2.4 Where mutual agreement cannot be reached then, subject to sub-clause 5.2.7 below, leave of one or more complete days, up to the amount accumulated in an employee's Flexible Leave Bank, shall be granted to the employee upon 14 days written notice being given to the Company. A period of 14 days written notice shall also be required for the "cashing in" of credits held in an employee's Flexible Leave Bank.
- 5.2.5 Credits taken in the form of leave will be deducted from the employee's leave bank at the appropriate hourly rate including all ordinary time penalties and all-purpose allowances, so that an employee taking leave under the provisions of this clause shall receive the same ordinary time payment as they would have received had the leave not been taken.
- 5.2.6 Management may specify minimum staffing requirements for each work section so that there is minor disruption to the operational processes, provided that the minimum shall not be more than 85% of full-time equivalent employees engaged in that section. If such a minimum is specified then an employee may be refused access to Flexible Leave where granting that leave would cause the staffing level in the employee's section to fall below the specified minimum, even though 14 days written notice has been given. Employees who are refused leave under this provision shall be given priority when the staffing level in their section recovers.
- 5.2.7 During the first pay week in June each year, all credits in excess of \$2,000.00 will be paid out to full time employees, and all credits in excess of \$1,000.00 will be paid out to part time employees.
- 5.2.8 The minimum amount of credits that may be cashed at any one time is \$200.00 by full time employees, and \$100.00 by part time employees.
- 5.2.9 No leave loading is paid on leave taken under the Flexible Leave Bank.
- 5.2.10 The Flexible Leave Bank will be administered by the Payroll Department. All accrued credits will be recorded in the employee's Flexible Leave Bank via the current time sheet arrangement. Wages slip will display an employee's available credits each week.
- 5.2.11 Where an employee ceases employment with the Company any credits owing to that employee shall be paid out upon termination.
- 5.2.12 Grievances or disputes regarding the Flexible Leave Bank arrangements will be resolved through the Grievances Dispute Resolution Procedure detailed in Clause 4.8 of this Agreement.
- 5.2.13 Credits will continue to accrue during periods of paid leave in accordance with sub clause 5.2.3 above (except for periods of Workers Compensation Leave).

5.3 Meal Breaks

- 5.3.1 The Company must give, and each employee must take at least a half an hour break for a meal at least three (3) hours after commencing work and not later than five (5) hours of commencing work.
- 5.3.2 Where an employee's shift is five (5) hours or less on any one day, a paid rest period of 10 minutes will apply. A thirty-minute (30) meal break will not apply for shifts which are 5 hours or less.

- 5.3.3 Where an employee's rostered shift is 10 hours or greater, the company must give and the employee must take an additional half hour break for a meal, this break is in addition to the break prescribed in 5.3.1 and will not count as time worked as per 5.3.5
- 5.3.4 An employee who does not have a meal break within five (5) hours of starting work shall be paid double time until a meal break is taken with a minimum of one-half hour's pay at such rate.
- 5.3.5 Meal breaks shall not count as time worked.
- 5.3.6 An employee required to work overtime for more than two (2) hours without being notified at least one day before, shall be paid a meal allowance as set out in Item 9 of Appendix B.
- 5.3.7 The meal breaks prescribed in this clause shall be given and taken so as not to interfere with the continuity of work and at times mutually agreed between the Company and the Employee.

5.4 Shift Work

- 5.4.1 Except at the regular changeover of shifts an employee shall not be required to work more than one shift in each 24 hours.
- 5.4.2 Rosters
- (a) Shift rosters shall specify the commencing and finishing times of ordinary hours of work of the respective shifts. Once having been determined, employees' regular rosters and ordinary hours of may be varied by agreement between the Company and the majority of employees affected to suit the circumstances and needs of the business or in the absence of agreement by fourteen days' notice of alteration given by the Company to the employee.
- (b) Before implementing a change to employees' regular rosters or ordinary hours of work in accordance with subclause (a), the Company will consult widely with all affected employees (and any representative an affected employee appoints and identifies to the Company) prior to the introduction of the proposed changes in an endeavour to reach agreement and to minimise the impact on those individuals. When discussing the proposed roster change with affected employees and/or their representatives, the Company will provide information about the change, invite the affected employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities) and will consider any views given by the employees about the impact of the change.
- 5.4.3 An employee shall be entitled to ten consecutive hours off duty (or less by agreement subject to OHS considerations) after ceasing work on one shift and before commencing work on the next shift. If the next shift is scheduled to commence before ten hours has expired, unless otherwise agreed, the employee shall be entitled to be absent from work on that shift until they have had ten hours off duty without any deduction being made in ordinary pay or shift penalty payable for such absence.

5.4.4 Rotation

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

5.5 **Shift Allowance**

5.5.1 An employee working ordinary hours of work between midnight Sunday and midnight the following Friday are rostered within the hours of 6.00 p.m. one day and 6.00 a.m. the following day shall be paid a shift allowance of 20% of the ordinary hourly rate of the employee's classification for each hour so worked;

5.5.2 An employee working ordinary hours of work between midnight Friday and midnight Saturday shall be paid a shift allowance of 50% of the ordinary hourly rate of the employee's classification for each hour so worked; and

5.5.3 An employee working ordinary hours of work between midnight Saturday and midnight Sunday shall be paid a shift allowance of 100% of the ordinary hourly rate of the employee's classification for each hour so worked.

5.5.4 An employee working ordinary hours of work on a public holiday shall be paid the normal hourly rate (inclusive of any applicable shift allowance) plus a public holiday penalty of 150% for each hour so worked so that the employee shall receive 250% of their ordinary hourly rate for work performed on a public holiday.

5.5.5 Despite clause 5.5.1 of the Agreement,

If an employee works either a shift which ends after 6:00 pm and at or before midnight (afternoon shift); or

ends after midnight and at or before 8:00 am or which starts between midnight and 2:00 am (night shift),

and which does not continue for:

at least five successive afternoon or night shifts or six successive afternoon or night shifts in a six-day workshop (where no more than eight ordinary hours are worked on each shift); or

at least 38 ordinary hours (where more than eight ordinary hours are worked on each shift),

the employee will be paid for each shift 50% extra for the first three hours and 100% extra for the remaining hours. For clarity, if an employee is entitled to the benefit of this undertaking, the employee will not be entitled to the shift allowances and penalties prescribed by clause 5.5.1 of the Agreement.

5.6 **Overtime**

5.6.1 All time worked by an employee in excess of or outside the employee's ordinary hours of work shall be overtime and shall be paid for at the ordinary hourly rate plus 50% of

the ordinary hourly rate for the first two hours on any day, and at the ordinary hourly rate plus 100% of the ordinary hourly rate thereafter.

- 5.6.2 All overtime worked on a Sunday shall be paid at the ordinary hourly rate plus 100% of the ordinary hourly rate.
- 5.6.3 All overtime worked on a public holiday as provided for in clause 6.2, Public Holidays, shall be paid at twice the ordinary hourly rate plus 50% of the ordinary hourly rate.
- 5.6.4 Where an employee works overtime on any day and such overtime does not immediately precede or follow ordinary hours of work, an employee shall be paid for a minimum of four hours overtime at the appropriate rate.
- 5.6.5 Overtime payments at the end of a normal rostered shift that fall into the day after the shift commenced should be paid in accordance with the relevant overtime rule applicable for the overtime worked.

An example of this is as follows:

You are required to work four (4) hours overtime at the completion of your normal rostered shift, if your normal rostered shift ends at 11.00pm on Saturday you will receive the first hour at time and a half and the following three (3) hours at double time. However, if your normal rostered shift ends on Sunday 11pm you will receive the first hour at double time, the second hour at time and a half and the remaining two (2) hours at double time.

5.7 Rest Periods After Overtime

- 5.7.1 When overtime is necessary it shall wherever reasonably practicable be so arranged that the employee has at least 10 consecutive hours off duty (or less by agreement subject to the provisions of the *Occupational Health and Safety Act*) between the work of successive days.
- 5.7.2 An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next that they have not had at least 10 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 5.7.3 Failing an instruction from the Company that an employee should not resume or continue work without having had such 10 consecutive hours off duty the employee shall be paid at the ordinary hourly rate plus 100 percent until they are released from duty for such period and shall then be entitled to be absent until the employee has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 5.7.4 Sub Clauses 5.7.2 and 5.7.3 above shall not apply in circumstances whereby the Company and the employee have agreed on a rest period break of less than ten (10) hours as outlined in Sub Clause 5.7.1 above.

5.8 Call Out

- 5.8.1 Employees engaged to perform maintenance activities and who are called back to work after the usual ceasing time and before 6.00am on the next working day will be paid a minimum of three (3) hours at the appropriate overtime rates.
- 5.8.2 Any time worked by an employee called out will not contribute toward the calculation of that employee's ordinary hours.

PART 6 - WAGES AND LEAVE ENTITLEMENTS

6.1 Payment of Wages

Employees shall be paid weekly or in accordance with such other arrangements as may be agreed between the Company and the employees affected. Such pay period shall not be altered without 14 days' notice and by agreement with the employee representative/s, the employee representative/s will not unreasonably withhold consent.

6.2 Public Holidays

6.2.1 Public Holidays are provided for in the NES. This clause is to be read in conjunction with the NES.

6.2.2 All Employees, except casual employees, are entitled without loss of pay to public holidays as gazetted by the ACT Government that fall on their rostered days of work. Public Holidays will be observed on the official gazetted day.

6.2.3 Principles of rostering on Public Holidays

(a) The Company and the Employee Representatives acknowledge that the business must be able to be fully operational, 365 days per year, including all public holidays. This is necessary to meet our customer's specific requirements. The parties also acknowledge that the Company must be able to satisfy its customers in order to keep those customers, and therefore to stay in business.

(b) The parties support the principle that rostering on public holidays must be fair to all employees. Public Holidays will be worked as per an employee's normal roster unless otherwise agreed with their manager. The Company will notify no later than 10 days out for rostering requirements if the employee is not required to work

6.2.4 A weekly employee rostered off on a Public Holiday, except Easter Saturday, and who does not work overtime on such holiday shall be entitled to one additional day (7.6 hours) at normal time paid to them in the current weeks' pay.

6.2.5 A weekly employee normally rostered to work on the Public Holidays per sub clause 6.2.2 shall be entitled to the holiday without loss of ordinary time pay or shift penalty.

6.2.6 The same personal sick leave arrangements as for the day prior to and after a public holiday shall apply to the actual public holiday.

6.3 Annual Leave

6.3.1 The provisions of Clause 6.3 apply to all Full-Time employees and apply on a *pro rata* basis to Part-Time employees.

6.3.2 Paid annual leave may be taken at a period agreed between an employee and the Company. The Company reserves the ultimate authority to grant annual leave based on the operational requirements of the business.

6.3.3 When taking annual leave, a minimum of two-weeks' notice shall be given by the employee on the appropriate form approved by the employee's section supervisor. Approval must be granted before leave is taken.

6.3.4 Entitlement

A full-time employee is entitled to:

- (a) Four (4) weeks (20 days) annual leave for an employee, who is not a shift worker;
or
- (b) Five (5) weeks (25 days) annual leave for an employee, who is a shift worker (as defined in clause 1.6.11)
- (c) Part time employees will receive a pro-rata entitlement to annual leave.
- (d) Annual Leave shall accrue progressively throughout the year.

6.3.5 Payment

- (a) Annual Leave entitlements will be paid as per the employee's ordinary pay cycle.
- (b) An employee may elect for payment of Annual Leave prior to the commencement of their Annual Leave. The Employee must advise their Manager in writing at least 14 days prior to taking Annual Leave.

6.3.6 Excessive Leave

- (a) Employees are expected to take regular annual leave. Prior approval from the employee's manager shall be obtained to accrue leave greater than 20 days (if an employee accrues 4 weeks of annual leave) or 25 days (if an employee accrues 5 weeks of annual leave).
- (b) Employees with greater than 40 accrued days (dependent upon the employee's current accrual rate) accrued annual leave may be requested by the Company, with 14 days prior notice, to reduce their current balance to 20 or 25 days respectively or less.
- (c) If the Company has genuinely tried to reach an agreement with the employee as to the timing of taking excessive leave (greater than 40 days), the Company can require the employee to take annual leave by giving not less than 14 days' notice of time when such leave is to be taken.

6.3.7 Close Downs

The Company may direct Employees to take annual leave during any close down periods as provided under Clause 8.1.

6.4 Annual Leave Loading

- 6.4.1 Before an employee takes annual leave, or, where by agreement between the Company and employee the annual leave is taken in more than one separate period, then before each separate period the employee shall be paid a loading determined in accordance with this clause.
- 6.4.2 The loading is payable in addition to the pay for the period of annual leave taken due to the employee under the Act and this Agreement.

6.4.3 The loading is 17.5% of the employee's ordinary rate of pay for the period of the annual leave or applicable shift loading whichever is the greater. For the purposes of this subclause, the "ordinary rate of pay" shall be based upon the rates in Appendix B.

6.4.4 Where, in accordance with the Act, the Company's establishment, or part of it is temporarily closed down for the purpose of giving annual leave without pay to the employees concerned:

(a) An employee who is entitled under the Act to annual leave and who is given and takes such annual leave shall be paid the loading calculated in accordance with sub-clause 6.4.3 of this clause.

6.4.5 Termination

(a) When the employment of an employee is terminated by the Company for any reason and at the time of the termination the employee has not taken all annual leave to which the employee has become entitled, the employee shall be paid a loading calculated in accordance with sub-clause 6.4.3 for the period not taken.

6.5 Cashing out of Accrued Annual Leave

6.5.1 Employees covered by this agreement may elect to 'cash out' any or all of their current annual leave balances in accordance with the Fair Work Act. If employees wish to take advantage of this provision:

(a) The election must be made in writing to the Company;

(b) The employees must have a balance of at least four (4) weeks paid annual leave remaining following the election to cash out any accrued annual leave;

(c) The cash out of such leave is subject to the approval of the employee's manager. In considering such a request, the manager will consider all relevant issues including but not limited to occupational health and safety issues and what if any leave has been taken by the employee in the preceding 12-month period;

(d) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave forgone.

6.6 Long Service Leave

6.6.1 Long Service Leave entitlements are provided by the *Australian Capital Territory Long Service Leave Act 1976*.

6.6.2 For the purposes of this clause, the ordinary rate of pay shall be deemed to include shift penalty payments.

6.7 Personal/Carer's Leave

6.7.1 Amount of leave

For each year of service with his or her employer, an employee is entitled to 10 days of paid personal/carers leave.

6.7.2 Accrual of leave

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year

6.7.3 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - i. a personal illness, or personal injury, affecting the member; or
 - ii. an unexpected emergency affecting the member
- (c) Employees shall not be entitled to paid personal leave for any period in respect of which they are entitled to workers compensation.

6.7.4 Notification and evidence requirement for personal (sick) leave

- (a) Where practicable, prior to commencement of such personal leave, the employee shall inform the Company of his/her inability to attend for duty, state the nature of the injury or illness and the estimated duration of the absence.
- (b) An employee shall prove to the satisfaction of the Company that the employee was unable, on account of such illness or injury, to attend for duty on the day or days for which personal leave is claimed; provided that for the first three single days for which personal leave is claimed in a year, a medical certificate shall not be required.

6.7.5 Notification and evidence requirement for personal (carer's) leave

- (a) An employee shall, wherever practicable, give the Company notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee will advise the Company at the first opportunity on the day of absence
- (b) The employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned/evidence of the unexpected emergency.

6.7.6 An employee shall be entitled to personal leave without reduction of penalty rates.

6.7.7 For each day's absence from work, the employee's accrued personal leave entitlement shall be reduced by the number of ordinary daily hours for which the employee was rostered for that day in accordance with clause 5.1, Hours of Work.

6.7.8 For the purpose of this clause continuous service shall be deemed not to have been broken by:

- (a) Any absence from work on leave granted by the Company; or

- (b) Any absence from work by reason of personal illness, injury, or other reasonable cause (proof whereof shall in each case, be upon the employee).

6.8 Sickness and Accident Insurance

- 6.8.1 The Company will continue to provide "Sickness and Accident Insurance" cover for all employees covered by this Agreement.
- 6.8.2 The Company and the relevant Employee Representative(s) shall jointly review the insurance cover and resolve any issues that may arise.
- 6.8.3 Both the Company and the relevant Employee Representative(s) reserve the right to cease the insurance cover, for any reason, twelve months after the implementation of the insurance cover or at every subsequent twelve-monthly interval. If this occurs, all employees shall receive an increase to their ordinary time award wage rate and applicable allowances of one and one half per cent (1.5%) at the time of cessation of the insurance cover.

6.9 Compassionate Leave

All employees shall be entitled to two (2) days of paid compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:

- contracts / develops a personal illness that poses a serious threat to his or her life;
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

For casual employees, Compassionate leave is unpaid leave.

Immediate family or household member includes:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild, or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- "household" means a group living in the same domestic dwelling.

6.10 Unpaid Leave for Family Purposes

An employee may elect, with the consent of the Company, to take unpaid leave for the purpose of providing care and support to a class of person set out in sub clause 6.7.2 (Personal/Carer's Leave) and 6.9 (Compassionate Leave).

6.11 Use of Annual Leave

To give effect to this clause, but subject to the National Employment Standard, an employee may elect, with the consent of the Company, to take annual leave in any calendar year at a time or times agreed by the parties.

Access to annual leave, as prescribed in paragraph 6.3.1 above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

6.12 Other Clauses of this Agreement

The family leave entitlements contained in this clause shall be read wholly in conjunction with the following clauses:

Clause 5.6	Overtime
Clause 6.3	Annual Leave
Clause 6.7	Personal/Carer's Leave

6.13 Parental Leave

The Goodman Fielder Parental Leave Policy - Australia will apply.

In the event that the National Employment Standards provide a more generous entitlement to parental leave than provided for in the Company Policy, the National Employment Standards shall prevail.

6.14 Family and Domestic Violence Leave

(a) In accordance with the Fair Work Act 2009 and recent amendments, employees are entitled to 10 days of paid family and domestic violence leave each year. This includes part time and casual employees.

(b) An employee who has exhausted the 10 days of paid family and domestic violence leave within the 12-month period, may request additional leave with the consent of the Company on the production of satisfactory evidence.

(c) For the purposes of this clause, Family and Domestic violence means violent, threatening, or other abusive behaviour by certain individuals known to an employee that both:

- i. seeks to coerce or control the employee
- ii. causes them harm or fear.

(d) The individual could be:

- i. an employee's close relative which includes:
 - spouse or former spouse
 - defacto partner or former defacto partner
 - child
 - parent
 - grandparent
 - grandchild
 - sibling
 - an employee's current or former spouse or defacto partner's child, parent, grandparent, grandchild, sibling, or
 - a persona related to the employee according to Aboriginal or Torres Strait Islander kinship rules
- ii. a member of an employee's household
- iii. a current or former intimate partner of an employee

(e) An employee's paid leave entitlements are available in full and resets on the employee's work anniversary. It does not accumulate from year to year.

6.15 Rates of Pay

6.15.1 Employees shall receive increases to their rates of pay as follows:

- 4.00% increase to be applied to all wages and allowances effective from the first full pay period on or after 7 September 2023
- 4.0% increase to be applied to all wages and allowances effective from the first full pay period on or after 1 July 2024

6.15.2 The minimum weekly rates of pay for full-time employees under this Agreement shall be as set out in Appendix A.

6.15.3 Part-time employees shall be paid at the hourly rate of one thirty- eighth of the appropriate wage rate of this Agreement.

6.15.4 The hourly rate of pay for casual employees shall be calculated by dividing the appropriate weekly rate of pay by 38 plus 25%.

6.15.5 The rates of pay for an Apprentice are outlined in the table below.

Rates of pay for Apprentices	Percentage of Food, Beverage, and Tobacco Award (Level 5) for apprentices who have not completed year 12	Percentage of Food, Beverage, and Tobacco Award (Level 5) for apprentices who have completed year 12	Percentage of Food, Beverage, and Tobacco Award (Level 5) for adult apprentices (i.e., 21 years of age or over)
Stage 1	50%	55%	80%
Stage 2	60%	65%	Level 1
Stage 3	75%	75%	Level 2
Stage 4	88%	88%	Level 3

6.16 Other Rates and Allowances

6.16.1 An employee who is responsible for a group of 3 to 10 people and the achievement of their work task and on the job training, shall receive, in addition to the rate payable for his/her classification, an allowance as set out in Item 3 of Appendix B of this Agreement.

6.16.2 An employee who is responsible for a group of 11 to 20 people and the achievement of their work task, and on the job training, shall receive in addition to the rate payable for his/her classification, an allowance as set out in Item 4 of Appendix B of this Agreement.

6.16.3 An employee who is required to drive a vehicle of more than 3 tonnes and up to 4.5 tonnes gross vehicle weight as part of the conditions of employment shall be paid an allowance for all purposes of this Agreement as set out in Item 5 of Appendix B of this Agreement.

- 6.16.4 An employee who is required to drive a vehicle of more than 4.5 tonnes and up to 14.95 tonnes gross vehicle weight as part of the conditions of employment shall be paid an allowance for all purposes of this Agreement as set out in Item 6 of Appendix B of this Agreement.
- 6.16.5 An employee who has been trained to render first-aid and who is the current holder of appropriate first-aid qualifications such as a certificate from the St. John Ambulance or similar body shall be paid an allowance as set out in Item 7 of Appendix B of this Agreement if appointed by the Company to perform first-aid duty.
- 6.16.6 Where an employee is appointed to be in charge of firing a boiler and is appropriately certificated by the Department of Industrial Relations, Employment, Training and Further Education, the employee shall be paid an allowance as set out in Item 8 of Appendix B of this Agreement
- 6.16.7 An employee who receives a Leading Hand allowance (Item 3 & 4 – Appendix B) or a First Aid allowance (Item 7 – Appendix B) on a permanent ongoing basis will continue to be paid such allowances during periods of annual leave. This does not apply for any employee who is performing the tasks in a higher duties capacity.

6.17 Superannuation

- 6.17.1 The superannuation provisions for all employees covered by this Agreement will be in accordance with the *Superannuation Guarantee (Administration) Act 1992* and the *Superannuation Guarantee Charge Act 1992* as amended from time to time
- 6.17.2 The Company will make superannuation contributions into a complying superannuation fund. The value of the superannuation contributions that the Company will make will be calculated in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth)
- 6.17.3 Employees may nominate a superannuation fund of their choice, provided that the fund nominated by the Employee complies with all applicable legislation

PART 7 - UNIFORMS AND AMENITIES

- 7.1 The Company shall provide protective clothing to employees so as to ensure the health, safety, and welfare of employees in accordance with the requirements of the Occupational Health and Safety Act. Except in cases of medical exemptions, employees shall wear and/or use all supplied safety clothing and equipment, including footwear as directed by the Company.
- 7.2 Each employee will be provided with one pair of safety footwear per year, subject to fair wear and tear.
- 7.3 The Company shall also provide uniforms necessary for the employee to effectively perform their duties.
- 7.4 Supply of clothing: There shall be provided and maintained in good order and condition, for the use of every person engaged in-the bakehouse in a manufacturing and supply chain process, a sufficient supply of clothing.
- 7.5 The Company shall provide a waterproof cape or coat to employees when they are required to work outdoors during wet weather.
- 7.6 Employees are responsible for the care and safekeeping of all issues and shall return each article to the Company on request or on termination of their employment.
- 7.7 The Company shall provide adequate changing rooms and washing facilities and where more than two employees are employed, lockers, a lunchroom, hot and cold showers, and reasonable facilities for making tea and/or coffee.

PART 8 – PRODUCTION ARRANGEMENTS

8.1 Close Down

- 8.1.1 The Company has the right to close the site or parts thereof, down for up to three (3) separate periods per year.
- 8.1.2 The Company must provide the Employees with at least 14 days' notice before any close down.
- 8.1.3 During this time the Company can direct an employee to take annual leave.
- 8.1.4 Where an employee has insufficient annual leave to cover the close down period, they will be entitled to Leave Without Pay for the period of the close down for which they have insufficient leave accrued.
- 8.1.5 Any leave taken by the Employee during the Close Down does not affect an Employees continuation of service.
- 8.1.6 In the event of a partial close down, each employee may request to work in another section of the site in lieu of taking annual leave. Each request will be considered, and a determination will be made given the amount of meaningful work that can be conducted.

8.2 Stand Down

- 8.2.1 The Employer may stand down any employee whom cannot be usefully employed because of major breakdown of machinery or any stoppage of work by any cause for which the Employer cannot reasonably be held responsible. This Clause does not apply to any form of industrial action taken by either the Employer or the Employees.
- 8.2.2 In the event of the above subclause occurring, should there not be enough duties for employees to perform until the end of that current shift, the Employer will pay all employees currently working at the time of the breakdown for the remainder of that shift.
- 8.2.3 If the breakdown continues beyond the current shift, the Employer will allow each employee to elect to utilise their accrued annual leave or long service leave.
- 8.2.4 Where an employee has insufficient annual leave or long service to cover the close down period, they will be entitled to Leave Without Pay for the period of the close down for which they have insufficient leave accrued.
- 8.2.5 Any leave taken by the Employee during the Stand Down will not affect an Employee's continuation of service.

PART 9 – AGREEMENT DETAILS

9.1 Posting of Agreement and Notices

A copy of this Agreement, together with all variations thereof, shall be posted and kept posted by the Company in a prominent place on the premises so as to be legible to the employees.

9.2 Time and Wages Record

9.2.1 The Company shall keep a record from which can be readily ascertained the following:

- (a) The first name and surname of each employee; and
- (b) The classification of each employee; and
- (c) The time each employee commences work and ceases work each day; and
- (d) The total number of hours each employee works each day; and
- (e) The wages and allowances paid each week.

9.2.2 Time and wages records shall be preserved for a period of at least seven years.

PART 10 – UNION RIGHTS AND TRAINING OF DELEGATES

10.1 Union Rights

- 10.1.1 The Employer supports the right of all Employees to actively participate in the Union. Industrial matters will continue to be dealt with on a collective basis.
- 10.1.2 The Employer recognises the Union delegates who are elected by the employees as the on-site representatives of the Union.
- 10.1.3 Union delegates will be notified of new employees commencing and will be provided time to complete and introduction with the employee
- 10.1.4 Delegates on-site business.

Union delegates will be allowed, subject to prior notification to their supervisor, reasonable paid time to conduct legitimate on-site Union business with workers including collection of information from workers. Union delegates shall have reasonable access to resources to perform their role, including a private meeting room and access to a telephone, fax machine, email, intranet and photocopier.

10.2 Union Meetings

- 10.2.1 Workers attending Union meetings on site will be granted paid release for up to two meetings per year for these meetings. Meeting are to be:
 - (a) held at a time and place agreed on by the union and the company
 - (b) a maximum one (1) hours duration
 - (c) cause minimum disruption to production and delivery
- 10.2.2 Additional on-site meetings

By mutual agreement of the Employer and the Union, additional on-site meetings may be held to consider and discuss matters relating to this Agreement or the renegotiation of this Agreement. Except where otherwise agreed, seven days' notice of the meeting will be given to the Employer. Satisfactory arrangements are to be made for the maintenance of essential services during the meeting.

10.3 Union Training

- 10.3.1 Upon written application by the Union to the Company, and with the prior approval of the Company, an employee will be granted paid leave of absence of up to, five (5) working days (non-cumulative) on ordinary pay each calendar year to attend Union training courses approved by the Union.
- 10.3.2 The scope, content and level of such courses will be such as to contribute to a better understanding of workplace relations.
- 10.3.3 Employees will be paid at their ordinary rate of pay plus shift loading (if applicable) exclusive of any allowances for travelling time and fares.

Such leave is subject to the following conditions:

- (a) Application given by the employee to the Company will be made not less than four (4) weeks before the intended course and provide the commencement and conclusion dates of which the course is to be conducted.
- (b) The granting of the leave will be subject to the convenience of the Company so that the operations of the Company will not be adversely affected.
- (c) Leave granted to attend such training courses will not incur any additional payment or alternative time off if the course coincides with an employee's rostered day off or with any other concessional leave.

10.4 Notice Board

The Employer shall supply and erect a notice board in a suitable prominent location (for example the lunch room) at the site for the purpose of enabling the Union or Union delegates to post any notice in connection with this Agreement or other matters related to the employment of the employees or their Union membership which the Union may require to have posted.

PART 11 SIGNATORIES

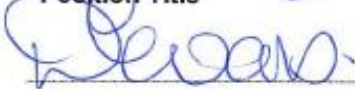
SIGNED ON BEHALF OF QUALITY BAKERS AUSTRALIA PTY LIMITED:

Denise Evans

Name of Authorised Representative

HR Manager

Position Title



Signature of Authorised Representative

Address of Signatory:

3-5 Greg Chappell Dr
Burleigh Heads Qld
4220

Date: 07-05-2024

Belinda John

Name of Witness

Site Administrator.

Position Title



Signature of Witness

Address of Witness:

3-5 Greg Chappell Dr
Burleigh Heads 4220.

Date: 07.05.2024.

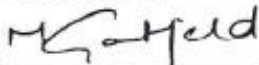
SIGNED ON BEHALF OF UNITED WORKERS UNION:

Mel Gatfield

Name of Authorised Representative

Director

Position Title



Signature of Authorised Representative

Address of Signatory:

37 Greek Street, Glebe NSW 2037

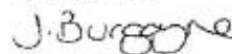
Date: 07/05/2024

Jenny Burgoyne

Name of Witness

Paralegal

Position Title



Signature of Witness

Address of Witness:

833 Bourke Street, Docklands Vic 3008

Date: 07/05/2024

APPENDIX A: WAGE RATES

RATES OF PAY

	CURRENT RATES OF PAY		7 September 2023 – 4.00%		1 July 2024 – 4.00%	
Level	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly
Level 1	\$854.88	\$22.50	\$889.08	\$23.40	\$924.64	\$24.33
Level 2	\$880.83	\$23.18	\$916.06	\$24.11	\$952.71	\$25.07
Level 3	\$926.94	\$24.39	\$964.02	\$25.37	\$1,002.58	\$26.38
Level 4	\$998.76	\$26.28	\$1,038.71	\$27.33	\$1,080.26	\$28.43
Level 5	\$1,046.87	\$27.55	\$1,088.74	\$28.65	\$1,132.29	\$29.80
Level 6	\$1,143.39	\$30.09	\$1,189.13	\$31.29	\$1,236.69	\$32.54

APPENDIX B: OTHER RATES AND ALLOWANCES

Item Number	Allowance Description	Frequency of Payment	Current Rate	7 September 2023 – 4.00%	1 July 2024 – 4.00%
1	Apprentice who gains pass at the Stage 1 Exam	Weekly	\$8.36	\$8.69	\$9.04
2	Apprentice who completes their full Course.	Weekly	\$23.33	\$24.26	\$25.23
3	Leading operator in charge of 3 to 10 people	Weekly (can be paid at a pro rata % for single days)	\$41.95	\$43.63	\$45.37
4	Leading operator in charge of 11 to 20 people	Weekly (can be paid at a pro rata % for single days)	\$62.65	\$65.16	\$67.76
5	Employees required to drive vehicles Over 3 and up to 4.5 tonnes	Hourly	\$0.15	\$0.16	\$0.16
6	Employees required to drive vehicles Over 4.5 tonnes and up to 14.95 tonnes	Hourly	\$1.26	\$1.31	\$1.36
7	First Aid Allowance – appointed by GF & holder of current first-aid qualification	Weekly	\$19.18	\$19.95	\$20.75
8	Employee in charge of firing a boiler and certified by DLI	Weekly	\$21.57	\$22.43	\$23.33
9	Meal Allowance	Per occasion	\$17.07	\$17.75	\$18.46

APPENDIX C - CLASSIFICATION STRUCTURE DEFINITIONS - BAKE HOUSE

LEVEL 1

A Bread Industry Employee Level 1 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.

General Description

An employee at this level performs routine and repetitive duties essentially of a manual nature and to the level of his/her training:

1. Performs general labouring and cleaning duties; including tidying of work area, stacking crates, removing rubbish etc;
2. Exercises minimal judgment;
3. Works under direct supervision
4. Maintains sanitation/hygiene of work area;
5. Demonstrates good housekeeping procedures;
6. Undertakes structured training so as to enable him/her to progress to higher levels.

LEVEL 2

A Bread Industry Employee Level 2 has completed structured training so as to enable the employee to perform work within the scope of this level.

General Description

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:

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.

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

1. Repetition work on automatic, semi-automatic or single purpose machines or equipment;
2. Use of selected hand tools;
3. Keeping of simple records;
4. Use of hand trolleys and pallet trucks;
5. Assistance in the provision of on-the-job training;
6. Routine repetitive tasks;
7. Maintenance sanitation/hygiene of work area; and
8. Awareness of hygiene and importance of microbiological containment.

Production Strand

A Level 2 Production employee must be capable of the following:

1. Performing general product handling, labouring and cleaning duties;
2. Performing the tin change operations;

3. Monitoring line operation at a work station for quality and consistency.

LEVEL 3

A Bread Industry Employee Level 3 has a general knowledge of the Company's operations as it relates to production or -, Breadroom processes. Such an employee shall be trained and capable of operating flexibly on more than one work station.

General Description

A Level 3 Employee performs work above and beyond the skills of an employee at Level 2 and to the level of his/her training:

1. Is responsible for the quality of his/her own work subject to routine supervision;
2. Works under routine supervision either individually or in a team environment;
3. Exercises discretion within his/her level of skills and training;
4. Is trained to operate machinery and equipment required in the performance of his/her work.

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

1. Receiving, dispatching, distributing, sorting, checking, packing (other than repetitive packing in a standard container or containers in which such goods are ordinarily sold), delivering, documenting and recording of goods, materials, and components;
2. Basic inventory control in the context of a production process;
3. Basic keyboard skills;
4. operation of mobile equipment including forklifts, overhead cranes, and winch operation;
5. ability to assess product quality and maintain basic statistical records; and
6. Assist in the provision of on-the-job training.

Production Strand

A Level 3 Production employee must be capable of the following:

1. Understanding the dividing, mixing and scanning operation and operating machinery;
2. Operating affiliated machinery (dusters, founders, 1st proof);
3. Understanding the moulding process and be able to set and adjust;
Operator working in the slicing section at this level should be capable of operating all equipment (slicer/bagger/check weigher/metal detector), as well as troubleshooting and fault to assist maintenance staff, and perform routine maintenance.
4. Able to complete quality and process control paperwork

LEVEL 4

A Bread Industry Employee Level 4 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, Breadroom or sales processes.

Such an employee shall be trained and capable of operating flexibly on more than one work station under limited supervision.

General Description

Indicative tasks performed at this level are:

1. Machine setting, loading and operation, on more than one machine;
2. Basic quality checks on work of others;
3. Lubrication of machinery and equipment;
4. Assistance in provision of on job training; and
5. Recognition and identification of quality faults, or machine operation faults, rejection of sub-standard product.

Production Strand

A Level 4 Production Employee must be capable of the following:

1. Recognising and weighing ingredients;
2. Monitoring dough quality and adjusting accordingly;
3. Operating subsidiary equipment (e.g., broth tanks, seeder, conveyors, dough dividers etc.);
4. Operating computerised machinery;
5. Understanding the final proof process and operating machinery;
6. Understanding the baking process and operating machinery.
7. Able to complete quality and process control paperwork.

LEVEL 5

A Bread Industry Employee Level 5 is required to exercise skills and knowledge above and beyond an employee at Level 4 and to the level of his/her training:

1. Understand and apply quality control techniques;
2. Exercise good interpersonal communication skills;
3. Exercise keyboard skills;
4. Exercise discretion within the scope of this grade;
5. Perform work under limited supervision either individually or in a learn environment;
6. Perform work which, while primarily involving the skills of the employee's training, is incidental or peripheral to the primary task and facilitate the completion of the whole task. Such incidental or peripheral work would not require additional formal technical training;
7. Be able to inspect products and/or materials for conformity with established operational standards;
8. Be able to evaluate, analyse and recommend changes to work station problems and procedures.
9. Able to complete quality and process control paperwork

Within the production strand a Level 5 employee has a high understanding of baking technology and practice, including recipe interpretation and mixing processes, and is capable of operating flexibly throughout the production area, including dough-making.

LEVEL 6

A Bread Industry Employee Level 6, who may hold a Trade Certificate, may be responsible for task allocation, work scheduling within a plan, training staff, work performance assessment of staff and recommendations for engagement, termination, or promotion of staff. Such an employee exercises skills, knowledge, and discretion above and beyond a Level 5 employee, and to the level of his/her training:

1. Is able to set up, operate and adjust all machinery and equipment relevant to his/her work area;
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;
5. Understands and implements quality control techniques.

Production Strand

1. Employees of this level must be of trade or equivalent qualifications;
2. 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).
3. Must be able to use the computer systems and organize the production orders, as trained by the Team Managers;
4. Must be able to use the computer systems and organize the production orders, as trained by the Team Managers;
5. Must be able to supervise the running of production with full competence;
6. Able to complete quality and process control paperwork.

APPENDIX D - CLASSIFICATION STRUCTURE DEFINITIONS - SUPPLY CHAIN

LEVEL 1

Level 1 is the entry level of any employee into Goodman Fielder Baking NSW Supply Chain operation, new employees will be competency assessed upon appointment.

This level operator performs routine and repetitive duties essentially of a manual nature and to the level of training including but not limited to:

1. General housekeeping including but not limited to cleaning, general labouring tidying of work area, crate stacking, rubbish removal and any other labour-intensive functions
2. Exercises minimal judgment
3. Works under direct supervision and instruction.
4. Maintains good sanitation and hygiene practices
5. Demonstrates good housekeeping procedures
6. Undertakes structured training so as to enable him/her to progress to higher levels.
7. Punctuality, diligence, and reliability

Competencies required: Beginning level, basic understanding, work under supervision, no machine operation, to be considered as competent before moving to the next level the operator must be competent in all aspects of level 1. Level 1 is limited to the probation period of a new employee.

LEVEL 2

A Level 2 operator performs work above and beyond the skills of a Level 1 and has completed structured training so as to enable the operator to perform work within the scope of this level.

As part of this level operator performs duties including but not limited to:

1. Works under direct supervision or instruction, either individually or in a team environment
2. Understands and undertakes basic quality control and assurance procedures including the ability to recognise basic quality deviations or inconsistencies of work flow – marshalling of finished goods, cross docking, order picking, receipt, dispatch, and vehicle loading
3. Repetition work on automatic, semi-automatic or single purpose machines or equipment such as operate the dolly loader and joe-a-matic
4. Reads instructions, records activities, utilises basic statistical control procedures and keeping of simple records
5. Use of hand trolleys and pallet trucks
6. Assistance in the provision of on-the-job training of lower-level skill
7. Maintenance sanitation and hygiene of work area
8. Performing general product handling, labouring, and cleaning duties
9. Routine repetitive tasks
10. Loading and unloading crates from vehicles and collection of empty crates
11. Identifying correct bags or clip locks
12. Knowing correct product codes
13. Monitoring quality of bread, packaging, crates, and dollies
14. Following orders picks accurately
15. Performing make up of bulk loads
16. Communicating with supervisors, contractors, and Goodman Fielder staff;
17. Recording and maintaining basic records and making simple written reports.

Competencies required: Competent in all aspects of level 2, must have numeracy skills, able to understand packaging, trained in areas of level 1 and attained competency.

LEVEL 3

A Level 3 operator performs work above and beyond the skills of a Level 2 and has completed structured training so as to enable the operator to perform work within the scope of this level.

An operator at this level should have sound knowledge of the warehouse and distribution operation with ability to:

1. Be responsible for their own work under supervision
2. Work under supervision in a team or autonomously
3. Exercise judgment and discretion within skill set and training
4. Be trained to operate machinery, MHE and equipment for work, e.g., forklift, walker / rider pallet truck, joe-a-matic, pallet trolley etc
5. Work as directed by supervisor
6. As part of this level operator performs duties including but not limited to:
7. Receive, dispatch, distribute, sort, check, pack, deliver, record and returns processing
8. Basic inventory control of product and maintain statistical records
9. Able to operate a computer e.g., Warehouse Management System (PC Data or Toolbox), Order Management System (, SAP or GF Hand Held PDA), Microsoft Office, etc
10. Able to assess product and operation quality and consistency of work flow on time to a set routing system – marshalling of finished goods, cross docking, order picking, receipt, dispatch and vehicle loading
11. Able to be trained further in the position
12. Understand of the slicing process
13. Able to operate in an order fulfillment task
14. Recording and maintaining records and making written reports.

Competencies required: able to operate machinery, able to operate at more than one work station, improved knowledge of how operation is intertwined, computer skills and competent in one area of Pre-loading, End-loading or Intercompany-loading.

Before moving to Level 4, the employee must be assessed as competent, by a recognised supervisor or manager:

1. Employee can demonstrate general knowledge of warehouse and distribution operations as it relates to Delivery, Contractors, Breadroom or Intercompany
2. Employee has been trained and is able to operate flexibly on more than one work station
3. Is responsible for the quality of their work subject to routine supervision.
4. Works under routine supervision individually or in a team environment
5. Has been trained to operate machinery and equipment required in the performance of their work, e.g. GF Hand Held PDA
6. Starting pre-load, end-load or intercompany pre-load system (full knowledge of keypad and functions of basic keys) and specify specific function
7. Do end loading or pre loading tasks and understand the specific process and function of how the Warehouse Management System (PC Data or Toolbox) or Order Management System (SAP) operates to dispatch product.
8. Ability to scan count and verify received products
9. Ability to merge product quantities
10. Retrieve dispatch products
11. Closing end-load system down (if end-loader)
12. Understanding the association between stacks and dollies and that all crates within are to be filled to capacity
13. Ability to advise the supervisor when a system problem occurs including identifying the problem.
14. General housekeeping and neatness

LEVEL 4

A Level 4 operator performs work above and beyond the skills of a Level 3 and has completed structured training so as to enable the operator to perform work within the scope of this level.

An operator at this level should have sound knowledge of the warehouse and distribution operation with ability to:

1. Work under limited supervision
2. Work at more than one work station or area related to Delivery, Contractors, Breadroom or Intercompany
3. Prepare and close orders for manual picking or start and close WAREHOUSE MANAGEMENT SYSTEM (PC data) system
4. Safely and securely provide quality checks on machinery, MHE and equipment for work, e.g., forklift, walker / rider pallet truck, joe-a-matic, pallet trolley etc and lubricate as required

As part of this level operator performs duties including but not limited to:

1. Training other operators and be trained further in the position
2. Responsible for accuracy of receive, dispatch, distribute, sort, check, pack, deliver, record and returns processing tasks
3. Maintaining accurate inventory control of product and statistical records
4. Accurately operate computer system e.g., Warehouse Management System (PC data), Order Management System (GF Hand Held PDA), Microsoft Office, etc
5. Monitoring product and operation quality and consistency of work flow on time to a set routing system – marshalling of finished goods, cross docking, order picking, receipt, dispatch, and vehicle loading
6. Advise supervisor of variance to orders, delivery times and delivery docket quantities and notify supervisor of hazards, breakdowns, product non-conformances or incidents
7. Monitor slicing or inbound finished goods for required products for order fulfillment
8. Recording and maintaining records and making complex written reports
9. Following protocols on bulking and amendments to orders and make up late orders if necessary for run outs
10. Preparation of load maps and cut sheets are ready prior to Contractor loading

Competencies required: limited supervision, able to operate at more than one work station or area, sound knowledge of how operation is intertwined, computer skills and competent in one area of Pre-loading, End-loading or Intercompany-loading.

Before moving to Level 5, the employee must be assessed as competent, by a recognised supervisor or manager:

1. Demonstrates sound knowledge of the total warehouse and distribution operations as it relates to Delivery, Contractors, Breadroom or Intercompany
2. Takes responsibility for the make-up and assembly of orders.
3. Checking of loads
4. Responsible for dispatching of loads
5. Can demonstrate ability to check and receive returns
6. Has been trained and is capable of operating flexibly on more than one work station under limited supervision
7. Pre-loader (starting the Pre-loader console and the ability to also shut it down) for both Breadroom and intercompany
8. Identifying the files have been sent from Order Management System

9. Screen information (being able to identify what icons mean and what their function is) on used computer systems e.g., Warehouse Management System (PC data), Order Management System (GF Hand Held PDA), Microsoft Office, etc
10. Ability to Open and close orders
11. Be able to pre-load (be able to count products and verify products received) for both Breadroom and intercompany
12. Be able to manually change product barcode
13. Be able to change basket amount
14. Retrieve dispatched amounts
15. End of shift tasks (e.g., closing system down, misusing off product, producing cut sheets, PC data link etc)
16. Be able to understand and complete all aspects of Driver / Transport manifests
17. Terminal Keypad functions (full knowledge of keyboard and terminal functions)
18. Be able to add manual orders to Warehouse Management System (PC data)
19. Ability to complete 'early day' upload from Order Management System
20. Ability to train other staff in warehouse and distribution operation areas of Delivery, Contractors, Breadroom or Intercompany except supervision.

LEVEL 5

A Level 5 operator performs work above and beyond the skills of a Level 4 and has completed structured training so as to enable the operator to perform work within the scope of this level.

An operator at this level should have expert knowledge of the warehouse and distribution operation with ability to:

1. Work with limited to no supervision
2. Lead operational area in charge of other operators
3. Have excellent knowledge of Warehouse Management System or order management system
4. Initiate changes to the warehouse layout or flow as required
5. Initiate changes to order fulfillment and distribution as required
6. Train other operators to a Level 5 competency
7. Understand Key Performance Indicators

As part of this level operator performs duties including but not limited to:

1. Able to apply QA, quality and safety techniques to the warehouse and distribution operation
2. Communication and rapport building skills with in a team environment
3. Able to exercise discretion with in daily duties, including even distribution of overs and cuts to the market
4. To provide assistance, which is peripheral to the task, in order for the task to be completed which is also fundamental to the warehouse and distribution operation
5. Utilise skills in recommendations of improvements or procedural changes
6. Excellent Warehouse Management System or order management system skills (QBIS or hand-held PDAs) and transport utilisation abilities
7. Key Performance Indicator recording and reporting

Competencies required: Warehouse and Distribution certificate IV qualification or equivalent, work unsupervised (and as a team or autonomously), excellent knowledge of Warehouse Management System or Order Management System, quality control of product and work flow, expert understanding of warehouse and distribution operational area, ability to work flexibly throughout the warehouse and distribution operation as required.

Before moving to Level 6, the employee must be assessed as competent, by two recognised supervisors and / or manager:

1. Demonstrates sound knowledge of the warehouse and distribution operational area as it relates to Delivery, Contractors, Breadroom or Intercompany
2. Takes responsibility for the accurate make-up and assembly of orders on time to a set routing system
3. Checking and security of loads
4. Responsible for dispatching of loads e.g., intercompany transfers or Contractor runs
5. Can demonstrate ability to check and receive returns
6. Able to operate flexibly on more than one work area under limited or no supervision
7. Commence Pre-loader for Breadroom and Intercompany, as well as being able to close pre-loader for Warehouse Management System (PC data sites), for paper-based sites ability to open and close orders in the Order Management System
8. Identifying the files have been sent from Order Management System
9. Able to understand and comprehend a Warehouse Management System (PC data sites only), with the ability to work unsupervised within the system
10. Able to receive various varieties of bread from 3rd party suppliers, and have a knowledge of placement and distribution requirements
11. Be able to manually change product barcode
12. Be able to change crate amount in Order Management System
13. Retrieve dispatched amounts from Order Management System or Warehouse Management System (PC data sites)
14. Able to complete the end of shift requirements for the operation such as
 - i. Key Performance Indicators report writing
Warehouse Management System (PC data sites only) close down and system information understanding
 - ii. General clean up
Ensuring upload / download into Order Management System (GF Hand Held PDAs).
15. Be able to understand and complete all aspects of Driver manifests
16. Full knowledge of Warehouse Management System (PC data sites only) keyboard and terminal keypad functions
17. Be able to add manual orders to Warehouse Management System (PC data sites only)
18. Ability to complete 'early day' upload from Order Management System
19. Able to demonstrate good GMP and HACCP principles
20. Ability to apply QA, quality, and safety techniques to the operation
21. Provide initiatives within the warehouse and distribution areas (Delivery, Contractors, Breadroom or Intercompany)
22. Ability to train other staff in all areas of warehouse and distribution areas (Delivery, Contractors, Breadroom or Intercompany) except supervision.

LEVEL 6

A Level 6 operator performs work above and beyond the skills, discretion and knowledge of a Level 5 and has completed structured training so as to enable the operator to perform work within the scope of this level.

An operator at this level should have expert knowledge of the warehouse and distribution operation and responsible for but not limited to:

1. Task allocation
2. Work scheduling with a plan, and understand promotional activity and impact on the schedule

3. Training staff
4. Work performance assessment of staff and recommendations for engagement
5. Termination or promotion of staff
6. Shift supervision of all warehouse and distribution areas (Delivery, Contractors, Breadroom or Intercompany) and must be completely competent with Order Management System and Warehouse Management System (PC data sites)
7. Maintaining Safety, the GF Way initiatives, Safety, Quality, Health and Environment Management, including participation in treatment and rehabilitation plans.
8. Attending management meetings

Competencies required: Warehouse and Distribution Diploma qualification or higher or more than 5 years warehouse and distribution supervision experience, work unsupervised, trained in all aspects of preceding levels, and have attained all competencies, attained a first aid certificate, expert knowledge and understanding of the whole operation and able to run all operational sections, assessed as competent through interview process and selected to become a Level 6 operator.

APPENDIX D - CLASSIFICATION STRUCTURE DEFINITIONS - CLEANING

An employee at any level may be required within the limits of their skills and training to perform duties incidental or peripheral to their major task or tasks.

LEVEL 3

Level 3 is the entry level of any employee into Goodman Fielder, new employees will be competency assessed upon appointment.

This level operator performs those task customarily performed by cleaners, using a range of materials and equipment, to clean a range of surfaces in order to restore or maintain buildings in a clean and hygienic condition and who:

1. is responsible for the quality of their own work subject to routine supervision; and
2. works under routine supervision either individually or in a team; and
3. exercises discretion within the level of their skills and training.

LEVEL 4

Level 4 employee provides cleaning services at a higher skill level than an employee at Level 3.

An employee at this level may be required to perform any duties of a Level 3 and, in addition, may be required to perform a combination of tasks for the greater part of their shift. Employees at this level:

1. work from complex instructions and procedures; and
2. assist in the provision of on-the-job training; and
3. work under general supervision either individually or in a team; and
4. are responsible for assuring the quality of their own work; and
5. perform those tasks customarily performed by cleaners.

LEVEL 5

Level 5 employee provides cleaning services at a higher skill level than an employee at Level 5. An employee at this level may be required to perform any duties of a Level 3 or 4 employee.

Employees at this level:

1. work from complex instructions and procedures; and
2. assist in the provision of on-the-job training; and
3. co-ordinate the work of a Level 3 or 4 employee and generally superintend the activity of all the cleaners as a supervisor; and
4. are responsible for ensuring the quality of their work; and
5. have a knowledge of the employer's operation.

COMPETENCY ASSESSMENT APPEAL

Should a competency assessment determine that an operator is not competent to move up a level from levels 3 to 5, the operator has the right to appeal the 'not competent' decision based on demonstrated experience and skill set, and to be reassessed by management. If resolution cannot be reached to the satisfaction of both parties in relation to this matter the Dispute Settlement Procedure will be activated.