

**BAKERS BUN HOT BREAD KITCHENS AGREEMENT**  
**No. AG 19 of 1976**



This agreement made in pursuance of the Industrial Arbitration Act, 1912-1971 this twenty-fourth day of February, 1976, between the West Australian Bakers', Pastrycooks' and Confectioners' Union of Workers (hereinafter referred to as the union) of the one part, and the owners or the leasees of the Bakers Bun Hot Bread Kitchen (hereinafter referred to as the employer) of the other part, whereby the said parties agree as follows:-

### 1. - TITLE

This agreement shall be known as the Bakers Bun Hot Bread Kitchens Agreement No. 19 of 1976.

### 2. - ARRANGEMENT

1. Title
  2. Arrangement
  3. Term
  4. Area
  5. Scope
  6. Conditions of Employment
  7. Hours
  8. Wages
  10. Holidays
- Appendix - Resolution of Disputes Requirement

### 3. - TERM

The term of this agreement shall be from the date hereof and for a period of twelve months thereafter.

### 4. - AREA

This agreement shall have effect over the premises occupied and controlled by the employer at Bakers Bun Hot Bread Kitchens.

### 5. - SCOPE

This agreement shall apply to workers engaged in the making or baking of bread, vienna bread and bun goods.

## 6. - CONDITIONS OF EMPLOYMENT

The provisions of the Bakers' Metropolitan Award No. 15 of 1961 and consolidated shall apply, except to the extent of clauses 3 - Term, 4 - Area, 7 - Hours, 8 - Wages, 10 - Holidays.

### 7. - HOURS

The provisions of clause 7 - Hours as prescribed in the award shall apply by deleting subclauses (2) and (ii) and inserting in lieu thereof the following:-

- (2) The hours of work each day shall not exceed eight hours on one of the four single baking days in an ordinary week, seven hours twenty minutes on the other three days and ten hours on any multiple shift.

A roster will be clearly shown in each bakery, and one week's notice shall be given when changes are made to the roster.

- (ii) Meal Time: A meal interval of not less than twenty minutes nor more than forty minutes shall be allowed to each worker after the completion of not less than two and one half hours' work and not more than five hours of work.

Should the worker not receive a meal break within the five hour period he shall be paid at overtime rates until the meal break is taken.

### 8. - WAGES

The provisions of the award shall apply by deleting the provision for "Jobber" and inserting in lieu thereof the following: Jobber - one-fortieth of the baker's wage plus twenty percent casual loading.

A Jobber employed on any shift for which no night loading is prescribed shall be paid fifty percent above the base rate of the classification for which he is employed for any time worked between 8.00 p.m. and 6.00 a.m.

### 10. - HOLIDAYS

The provisions of the existing award shall apply by adding to that clause, subclause (ii) in the following terms:-

- (ii) Notwithstanding anything else contained in this agreement, a worker who is required to commence work earlier than normal because of a holiday in that week shall not receive less wages because of that early start than his normal week's wage.

APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

- (1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).
- (2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.
  - (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.
  - (b)
    - (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.
    - (ii) Discussions at this level will take place as soon as practicable.
- (3) The terms of any agreed settlement should be jointly recorded.
- (4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.
- (5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.
- (6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission..

**VARIATION RECORD****BAKERS BUN HOT BREAD KITCHENS AGREEMENT  
NO. AG 19 OF 1976.**

Delivered 09/04/76 at 56 WAIG 574  
Consolidated at

CLAUSE NO.	EXTENT OF VARIATION	ORDER NO.	OPERATIVE DATE	GAZETTE REFERENCE
<b>1. Title</b>				
(1A. State Wage Principles)				
	Ins. Cl.	1752/91	31/01/92	72 WAIG 191
	Del. 1A	1457/93	24/12/93	74 WAIG198
<b>2. Arrangement</b>				
	Ins. 1A	1752/91	31/01/92	72 WAIG 191
	Del. 1A	1457/93	24/12/93	74 WAIG198
	Ins. Appendix - Resolution...	693/96	16/07/96	76 WAIG2768
<b>3. Term</b>				
<b>4. Area</b>				
<b>5. Scope</b>				
<b>6. Conditions of Employment</b>				
<b>7. Hours</b>				
<b>8. Wages</b>				
<b>10. Holidays</b>				
<b>Appendix - Resolution of Disputes Requirement</b>				
	Ins. Appendix	693/96	16/07/96	76 WAIG2768

(1),(6), Del. (7)

2053/97

22/11/97

77 WAIG 3079