

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA00/191

TITLE: New Food Coatings Workplace Development Agreement 1999

I.R.C. NO: IRC00/3142

DATE APPROVED/COMMENCEMENT: 12 July 2000

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE: 25 August 2000

DATE TERMINATED:

NUMBER OF PAGES: 19

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to engaged in any of the occupations, industries or callings specified in the Grocery Products Manufacturing (State) Award. Agreement applies to New Food Coatings. 32 Davis Road Wetherill Park, New South Wales , 2164

PARTIES: National Union of Workers, New South Wales Branch -&- New Food Coatings Pty Ltd



FILED
4 JUL 2000
OFFICE OF THE INDUSTRIAL
REGISTRAR

NEW FOOD COATINGS

WORKPLACE

DEVELOPMENT

AGREEMENT

1999

Registered
Enterprise Agreement
Industrial Registrar

THE FOCUS

New Food Coatings is committed to excellence in the design, development and manufacture of innovative and customised food coating solutions. With our market understanding and regional expertise we are dedicated to achieving continuous growth for the mutual benefits of our customers, suppliers, shareholders and employees. As a customer focused organisation we create confidence in all that we do through:

Our People

Our people are our strength. Their dedication, pride and expertise is the foundation of our success. The value we place in establishing and nurturing all relationships allows us to achieve superior customised and confidential service.

Our Quality

Our commitment to International Quality Standards such as ISO9001 and HACCP, facilitates best practice policy and assures us of the highest quality products and service. This forms the basis of our continuous improvement and growth.

Our Product

We design and deliver value added food coating solutions through technological innovation. Our products are developed to meet individual requirements in order to gain a competitive advantage.

Our Service

We are focused on meeting and exceeding all service expectations through our dedicated, flexible and responsive approach. Our reputation and future rely upon our continued effort to deliver opportunities and growth for our customers.

WE ARE

NEW FOOD COATINGS



NEW FOOD COATINGS

WORKPLACE DEVELOPMENT AGREEMENT 1999

1. TITLE

This document shall be referred to as the New Food Coatings Workplace Development Agreement 1999.

2. ARRANGEMENT

<u>Subject</u>	<u>Clause No.</u>
The Focus*	
Application of the Agreement	3
Period of Operation	4
Relationship to the Parent Award	5
Objectives	6
Terms	7
Discretionary Variation	8
Job classification	9
Wage Adjustments	10
Grievance and Avoidance of Dispute Procedure	11
Continuous Improvement Application	12

3. APPLICATION OF THE AGREEMENT

The parties to this Agreement are New Food Coatings, the National Union of Workers New South Wales Branch, and New Food Coatings employees who are members, or who are engaged in any of the occupations, industries or callings specified in the Grocery Products Manufacturing (State) Award (formerly Starch and Condiment Makers Award).

This Agreement shall apply at New Food Coatings, 32 Davis Road Wetherill Park, New South Wales, 2164.

This Agreement was entered into without duress and in the spirit of co-operation between the parties.

***The Focus was created and developed by the Employees of New Food Coatings**



4. PERIOD OF OPERATION

This agreement shall come into effect from the beginning of the first nominated period to commence on or after registration of the Agreement and shall remain in force until 1st January 2002.

RELATIONSHIP TO PARENT AWARDS

This Agreement shall be read and interpreted wholly in conjunction with the Grocery Products Manufacturers (State) Award provided that where there is any inconsistency this Agreement shall take precedence over the Award to the extent of the inconsistency.

6. OBJECTIVES

- 6.1** To ensure that all parties covered by the Agreement positively assist in implementation of international best practice philosophy within the Company whereby the Company and its employees undertake business activities which will lead to sustainable world class outcomes in quality and customer service, flexibility, timeliness, innovation and cost competitiveness.
- 6.2** To ensure that all parties covered by the Agreement positively assist in meeting New Food Coatings quality policy, and in maintaining ISO9001 certification and the fostering of a philosophy of continuous improvement and development of a culture of excellence.
- 6.3** To maintain a safe working environment for all employees.
- 6.4** To provide security of employment and employment that is both interesting and provides satisfactory career opportunities.
- 6.5** To develop a commitment to training and support of a motivated, multi skilled and flexible work force committed to achieving a high level of performance.
- 6.6** To improve productivity, reduce absenteeism, and ensure a reduction in and/or elimination of rejects and rework batches.
- 6.7** To develop and support effective communication systems with all employees.
- 6.8** To maintain an environment that encourages development of the individual and that is free from discrimination of any form.

7. TERMS OF AGREEMENT

7.1 Procedural objectives

7.1.1 Joint Consultative Committee

A Joint Consultative Committee has been formed to review and assist in the implementation of the objectives and terms of The Workplace Development Agreement.

The committee will comprise representatives of Management and elected work place nominees. Meetings will be held quarterly or as otherwise determined.

The matters covered by the Agreement will be measured and deemed achieved or otherwise by the Joint Consultative Committee. To ensure variable factors are considered, any or all of the terms of this Agreement may be considered achieved if in the opinion of the Joint Consultative Committee, satisfactory progress has been made towards the achievement of the principle.

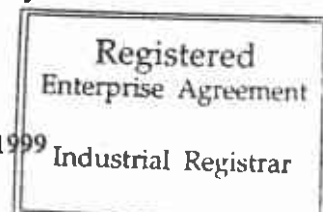
A copy of constitution of Joint Consultative committee is at Appendix 1.

7.1.2 Quality Committee

The parties agree to support the effective working of a Quality Committee which will be responsible for the overseeing of quality, safety and training issues in the workplace, improvement in the work environment and communication between management and employees as a means to improve efficiency and productivity, and facilitating the introduction and effective use of technology.

All members have the authority to nominate a proxy in their absence. Additional members may be co-opted to fulfil any technical or administrative needs. All employees not on the Committee will be invited to attend on a rotational basis.

The Quality Committee shall meet weekly, or more frequently if circumstances so require, and will provide recommendations to the Group General Manager on all issues relating to quality including sanitation, repairs and maintenance and as detailed in New Food Coatings QA Procedures Manual. A copy of the manual is located in the factory and warehouse areas for use by employees.



7.1.3 Production Meetings

The parties agree to support the effective working of a Production Meeting Group. This meeting will be attended by:

Employee Representatives of the Joint Consultative Committee
Team Leaders
Maintenance Officer
Operations Team Leader
Operations Manager(as required)

It is intended the meeting will be held monthly (or as required).
The objectives of the Production Meeting are to:

- i) Increase the flow of information between the parties covered by the Agreement.
- ii) Discuss and plan forthcoming production schedules.
- iii) Ensure efficient production scheduling.
- iv) Minimize raw material disruption.
- v) Facilitate discussions on variety of matters including time keeping, shift rosters, equipment etc.

7.1.4 Certification ISO9001

The parties covered by the Agreement agree to adopt work practices that will assist New Food Coatings in maintaining ISO9001, and adopting HACCP guidelines.

7.1.5 Multi Skilling Objectives

All employees covered by this Agreement are encouraged to participate in training and development programmes to ensure an agreed level of Multi Skilling is achieved by the end of the Agreement.

This level will enable all employees to effectively operate any plant and/or equipment as required which is within their job specification (refer New Food Coatings Q.A. Manuals).

7.1.6 Housekeeping Objectives

Housekeeping objectives will be set by the Quality Committee and will be reviewed on an ongoing basis. These objectives are covered in detail in New Food Coatings Q.A. Procedures Manual but include:

- i) Maintenance of levels of general cleanliness of factory/warehouse area to ensure ISO9001 and HACCP certifications.
- ii) Maintenance of levels of general cleanliness of factory/warehouse area to ensure products comply with micro biological specifications established by New Food Coatings.
- iii) Maintenance and cleaning of equipment in a timely manner so as to ensure minimum disruption to production and a safe working environment.

7.1.7 Clothing

The Company will provide and launder at the Company's expense work clothing for all employees covered by this Agreement. Clothing will consist of shirts and trousers in line with food industry standards. Safety footwear and protective clothing where required will also be provided by the Company.

The parties recognise that all employees covered by this agreement agree to wear company issued clothing and footwear at all times.

7.1.8 Training

The company recognises that training is the fundamental vehicle for long term success and is committed to the development of skills and knowledge of its employees both by training and job rotation. This commitment to training will be a joint one with employees, and accordingly, employees who are so willing will be required to participate in internal and external training as detailed in New Food Coatings Q.A. Procedures Manual and Training Plans. Training requirements for all employees will be prepared six monthly by the Training Officer and reviewed by the Quality Committee.

7.1.9 Innovation

The parties undertake to formulate and implement mechanisms to promote innovation in work practices and efficiency improvements.

7.2. Production Objectives

7.2.1 Efficiency Targets

The parties recognise that the future success of New Food Coatings, and the associated security of employment with the company, is

dependant upon continuing improvements in productivity and efficiency. Accordingly the parties will seek to establish mutually agreed targets for:

- Production;
- Rework;
- Yields;
- Quality;

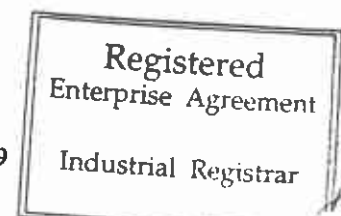
The joint Consultative Committee will be responsible for the establishment of these targets and the monitoring of progress towards their achievement.

7.2.2 Absenteeism

The parties covered by this agreement recognise the disruptive effects of unplanned absenteeism on productivity and fellow employees.

In order to minimise unplanned absenteeism and as an aid to increased productivity, the parties agree to monitor absenteeism.

Consequently the parties agree to target the overall level of absenteeism, with an aim not to exceed current levels and achieve a reduction over the life of the agreement.



Absenteeism will be monitored, and displayed on a noticeboard which will be updated monthly. As the number of employees entitled to sick leave may vary over the life of the agreement, the data will be calculated by adding the total days absent divided by the number of employees covered by the Agreement.

Under this Agreement a medical certificate will not be required as proof of sickness unless the employee is absent for two (2) or more days.

Alternative ways of dealing with absenteeism and the question of sick leave entitlements may be considered by the Joint Consultative Committee during the life of the Agreement. Employee entitlements under the sick leave provisions of the Award are not altered by this clause.

8. DISCRETIONARY VARIATION

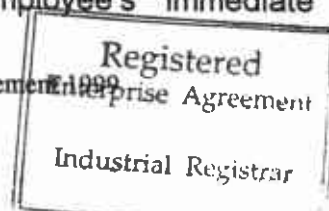
It is clearly noted by all parties to the Agreement that where changes occur in equipment, technology and other factors that will impact on objectives outlined in this Agreement, it will be necessary to provide for variations in the objectives. These variations must not disadvantage any party in the Agreement, in relation to the original objective and will be discussed by the Joint Consultative Committee.

9. JOB CLASSIFICATION

It is recognised that the Award Classifications in some instances do not represent the duties carried out by New Food Coatings employees given the unique character of our operations. It is also recognised the skills standards required within the company may vary from job to job.

The following skill standards are established recognising Working conditions, Performance and Competency Required.

No employee will have their rate of pay reduced as a result of these changes. For the life of this Agreement allowances A of the NFC Workplace Development Agreement 1995, and allowance A of the NFC Workplace Agreement 1997 will continue to be paid to employees who received the allowance under previous Agreements. It is not the intention of this Agreement to extend payment of either allowance A to any other existing or future employee. The Joint Consultative Committee will review Job Classifications and allowances of employees on a quarterly basis to ensure Employee skills and qualifications are accurately reflected. As part of the review the Committee will consult with the employee's immediate Team



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Leader. An employee will require three months actual performance of the tasks prior to being promoted to a new classification. The Committee will explore all opportunities for employees to pursue higher classification and development of a stimulating and rewarding work environment.

9.1 Food Coatings : Induction Level

9.1.1 General

- A) An adult employee recruited into the company who is unable to meet the competence requirements of Level Blue will remain on probation until such time as they have satisfactorily completed the following (such induction period not to exceed three months):

An induction program covering:

- i) Basic Occupational Health and Safety;
- ii) First Aid
- iii) Conditions of Employment
- iv) Company Policies/Objectives; and
- v) Workplace training to meet the requirement of being able to competently perform work within the scope of Level Blue.

- B) An employee at this level -

- i) Exercises minimal judgement
- ii) Works under direct supervision

9.2 Food Coatings Level Blue - Blender - Dry Mix Plant

9.2.1 General

- A) An employee at this level performs utility (general hand) functions on the plant site, and in so doing,
- i) Works under direct supervision
 - ii) Is responsible for the quality of work, and
 - iii) Exercises minimal decision making

9.2.2 Typical Tasks

- A) Assist on blending plant tipping/blending ingredients and packing off finished product.

9.2.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit of Licence

9.3 Food Coatings Level Blue - Non Blender

9.3.1 General

- A) An employee at this level performs utility (general hand) Functions on the plant site, and in so doing,
 - i) Works under direct supervision
 - ii) Is responsible for quality of work, and
 - lii) Exercises minimal decision making.

9.3.2 Typical Tasks

- A) Operates on J-line at robot work station and conveyor exit.
- B) Operates on dryer feeding bread into mill/dryer and packing off finished product.

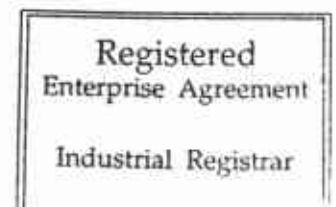
9.3.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence

9.4 Food Coatings Level Green - Blender - Dry Mix Plant

9.4.1 General

- A) An employee, who, within the job responsibility,
 - i) Works under general supervision
 - ii) Is responsible for the quality of work, and
 - iii) Has limited decision making



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9.4.2 Typical Tasks

- A) Weighing up ingredients for dry mix plant (where this forms a substantial part of the job) in addition to tasks performed under Level Blue Dry Mix Operations.
- B) Grease and oil equipment, assist trade persons with maintenance.

9.4.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence
- B) Demonstrated ability to understand English language.

9.5 Food Coatings Level Green - Non Blender

9.5.1 General

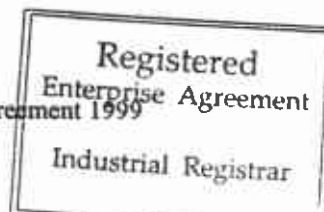
- A) An employee, who, within the job responsibility,
 - i) Works under general supervision
 - ii) Is responsible for the quality of work, and
 - iii) Has limited decision making.

9.5.2 Typical Tasks

- A) Operating drier (where this forms a substantial part of the job) in addition to tasks performed under Level Blue Drier Operations.
- B) Grease and oil equipment, assist trade persons with maintenance.

9.5.3 Typical Qualifications (Refer Job Descriptions in Q.A. Procedures Manual)

- A) Forklift Permit or Licence
- B) Demonstrated ability to understand English language.



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9.6 Food Coatings Level Green M - Non Blender

9.6.1 General

- A) An employee, who, within the job responsibility,
 - i) Works under general supervision
 - ii) Is responsible for the quality of work, and
 - iii) Has limited decision making

9.6.2 Typical Tasks

- A) Japanese crumb dough mixer (where this forms a substantial part of the job) in addition to tasks performed under Level Blue J-line Operations.

9.6.3 Typical Qualifications (Refer Job Description in Q.A. Procedures Manual)

- A) Forklift Permit or Licence
- B) Demonstrated ability to understand English language.

9.7 Food Coatings Level Red - Blender - Dry Mix Plant

9.7.1 General

- A) An employee who, within the job requirements,
 - i) Works under limited supervision
 - ii) Supervises/leads the work of other employees and
 - iii) Is responsible for the quality of their own work
 - iv) Exercise initiative in performance of their duties

9.7.2 Typical Qualifications (Refer to Job Descriptions in Q.A. Procedures Manual but including)

- A) Completion of approved course in the development of basic supervision/leadership skills, for example TAFE Supervision Certificate or equivalent.
- B) St. John Ambulance First Aid Certificate in order to act as first aid attendant.

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- C) Forklift Licence

9.8 Food Coatings Level Red - Non Blender

9.8.1 General

- A) An employee who, within the job requirements,
 - i) Works under limited supervision
 - ii) Supervises/leads the work of other employees and
 - iii) Is responsible for the quality of their work
 - iv) Exercises initiative in performance of their duties

9.8.2 Typical Qualifications (Refer to Job descriptions in Q.A. Procedures Manual but including)

- A) Completion of approved course in the development of basic supervision/leadership skills, for example TAFE Supervision Certificate of equivalent.
- B) St. Johns Ambulance First aid Certificate in order to act as first aid attendant.
- C) Forklift Licence

9.9 Allowances

Following allowance will apply to those eligible employees:

St John's Ambulance First Aid Certificate. An allowance per week of \$12.00 will be paid.

9.10 Higher Duties

Where employees are temporarily (more than four hours on any one day or more than a total of twenty four hours in any one week) required to perform duties relating to a higher classification (typically holiday leave) they will be paid at the higher classification.

9.11 Casual Employees

Where employed as a casual an employee is to receive the casual loading as currently prescribed in the Award.



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10. WAGE ADJUSTMENTS

A four (4) phase wage adjustment forms part of this Agreement as follows:

Table 1 : Wage Adjustments

	Increase Effective*	Increase %
Period 1	January 00	2.5
2	August 00	2.5
3	March 01	2.5
4	September 01	2.27

- Effective 1st pay period of the nominated month.

Appendix II details the wage rates reflecting the full wage adjustments.

Wage adjustments will be awarded based on a review of achievement by the Joint Consultative Committee.

The parties acknowledge that other than provided for in National Wage Case Decisions these will be the only increases during the life of the Agreement and that no additional claims will be made against the Company during that period.

The wage increases referred to in this clause take effect on and from the date of registration.

11. GRIEVANCE AND AVOIDANCE OF DISPUTE PROCEDURE

The objective of this procedure is to resolve grievances at the lowest possible level (that is, at the source of the grievance) with the least disruption to day to day operations.

- A. In the first instance, the employees will raise the grievance with the Team Leader.
- B. If unresolved, the employee and the Team Leader will raise the grievance with the Operations Team Leader.
- C. If further action is required the employee, Team Leader and Operations Team Leader consult with the Operations Manager.

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- D. Should the grievance remain unresolved, the employee and the Team Leader will raise the grievance with the Group General Manager.
- E. As required the services of the appropriate Union official may also be called upon at this stage to assist in the resolution of the grievance. The company will provide reasonable time for Union Officials to communicate with employees at this stage of the procedure.
- F. If the grievance still remains unresolved, the grievance may be referred to the Industrial Relations Commission of New South Wales.

At each of the first four stages of the above procedure, a response should be given to the employee as soon as practicable preferably within forty eight (48) hours. In any event, the parties will be committed to resolving the grievance as soon as possible.

During the discussions the status quo shall remain and work shall proceed normally. Status quo shall mean the situation existing immediately prior to the dispute or the Matter giving rise to the dispute. At any time either party shall have the right to notify the dispute to the Industrial Registrar.

12. CONTINUOUS IMPROVEMENT APPLICATION

The parties agree that this Agreement is a dynamic, continually developing document which establishes the structure to address continuous improvements in skill, productivity and efficiency. Accordingly all parties in consultation with the Joint Consultative Committee are encouraged to evaluate, identify and adopt new technologies, work practises and efficiencies so as to contribute to the continuous improvement of the New Food Coating Workplace. These changes may be adopted within the life of the Agreement.

APPENDIX I

NEW FOOD COATINGS JOINT CONSULTATIVE COMMITTEE CONSTITUTION

FUNCTION OF JOINT CONSULTATIVE COMMITTEE

The Consultative Committee shall hear reports by management employee representatives and workplace employee representatives on the functioning of the Workplace Development Agreement. Committee Members will review and measure the objectives set under the Agreement.



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Management employee representatives shall also be prepared to report on future plans, organisational changes, the situation in the industry and other relevant material which shall effect the well being and interest of the employees. Workplace employee representatives shall be prepared to report on the attitudes of the employees and any issues they wish to raise for discussion and resolution.

The aim is to reach agreement and make recommendations by consensus to management, which shall endeavour to take into account as far as possible the views of the employees, and the Joint Consultative Committee's deliberations before making final decisions.

STRUCTURE

The Joint Consultative committee shall consist of three management and three elected workplace employee nominees. At least one (1) management and one (1) workplace representative will be a member of the Quality Committee.

Elected Representatives retain their position for the duration of the Workplace Development Agreement, with their positions being declared vacant at the completion of that term.

Meetings shall be held regularly, but at least four times annually.

QUORUM

A quorum shall consist of two (2) management and two (2) workplace representatives. However, Committee members, where possible, are to nominate a proxy to participate on the Committee (in the Committee member's absence).

The committee shall have the power to co-opt personnel for advisory purposes on special issues to expedite Committee business.

SECRETARY

The Secretary shall have the same voting rights as other committee members, and shall act as a spokesman for the Committee and call special meetings of the Committee, if required.

The Secretary shall carry out the following duties:

- To prepare the agenda for each meeting.
- To be familiar with the agenda and come to the meeting prepared.

- To open the meeting and follow the agenda.
- To maintain the meeting in order by encouraging participation, leading the meeting and allowing all members of the Committee to put their point of view.
- To close the meeting and make known the date, time and place of the next meeting.
- To prepare the minutes of each meeting.

AGENDA

The Agenda is to be prepared and distributed by the Secretary to all Committee prior to meetings. Any Committee member or employee may submit agenda items. Appropriate information shall be provided with each agenda item submitted.

Issues of importance although not included in the finalised agenda can be raised at the meeting and by agreement of the Committee discussed at the meeting. Provision shall be made available within the agenda for review of decisions made at previous meetings to see if they have been acted upon, what progress is being made and who was responsible for acting upon the decision.

RECORDING OF MINUTES

Minutes shall be circulated to committee members for verification prior to posting on the notice boards. Every effort shall be made to have the minutes publicised within five (5) working days of the meetings. The minutes shall include:

- Attendees at meeting
- Summary of issues

RIGHTS AND DUTIES OF COMMITTEE MEMBERS

All members of the Committee undertake to carry out their duties in a responsible and honest manner in the spirit of the Agreement.

- To attend the meeting and be present a few minutes before the time stated on the agenda:

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- To forward apologies to the Secretary if unable to attend the meeting;
- To study the agenda beforehand and be prepared with notes to make contributions briefly, clearly and perhaps with illustrations on matters affecting them or those they represent;
- To communicate with constituents to establish their views and opinions on agenda items;
- To represent the views and opinions of those people they represent and not just their own.

COMMITTEE RESOURCES

Committee representations shall have the right of access to the following facilities and resources:

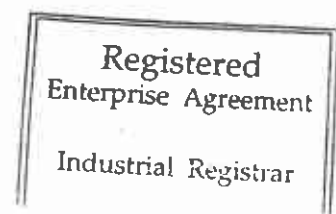
- Lockable filing cabinets
- Typing and photocopying facilities
- Meeting facilities


GENERAL

Workplace representatives on the Committee shall be entitled to be paid time at the appropriate rate to attend and prepare for committee meetings.

Management shall not dismiss or injure an employee in their employment or alter their position to their detriment by reason of the fact the employee is a member of, or has an interest in, the Joint Consultative Committee.

All Members of the Committee to be entitled to training, the range of which to be decided by the Committee, with a view to ensuring all members have the opportunity to perform to the best of their ability. No workplace employees shall be required to undergo training in their own time, or be subjected to any financial disadvantage due to this undertaking.



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Appendix II

Workplace Development Agreement 1999

LEVEL Permanent	January 00 2.5%		August 00 2.5%		March 01 2.5%		September 01 2.27%	
	Hour	Week	Hour	Week	Hour	Week	Hour	Week
Induction	12.5729	477.77	12.8795	489.42	13.1862	501.07	13.4646	511.66
BLUE	12.8429	488.03	13.1562	499.94	13.4694	511.84	13.7539	522.65
BLUE B	13.5929	516.53	13.9245	529.13	14.2560	541.73	14.5570	553.17
GREEN	13.5647	515.46	13.8956	528.03	14.2264	540.60	14.5269	552.02
GREEN M	13.9101	528.58	14.2493	541.47	14.5886	554.37	14.8967	566.07
GREEN B	14.3147	543.96	14.6639	557.23	15.0130	570.49	15.3300	582.54
RED	15.3183	582.10	15.6919	596.29	16.0656	610.49	16.4048	623.38
RED B	16.0683	610.60	16.4602	625.49	16.8521	640.38	17.2080	653.90

Registered
Enterprise Agreement

Industrial Registrar

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SIGNED FOR AND ON BEHALF OF
NEW FOOD COATINGS PTY. LIMITED



JOHN R. KIPPENBERGER
GROUP GENERAL MANAGER



WITNESS

SIGNED FOR AND ON BEHALF OF
THE NATIONAL UNION OF WORKERS
(NSW BRANCH)



FRANK BELAN
STATE SECRETARY



WITNESS

Registered
Enterprise Agreement
Industrial Registrar