

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/319

TITLE: **Cereform Enterprise Agreement 2004**

I.R.C. NO: IRC4/5552

DATE APPROVED/COMMENCEMENT: 28 September 2004/22 July 2004

TERM: 12

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/312

GAZETTAL REFERENCE: 21 January 2005

DATE TERMINATED:

NUMBER OF PAGES: 13

COVERAGE/DESCRIPTION OF EMPLOYEES: The agreement applies to all employees employed by Cereform, located at 74-76 Redfern Street, Wetherill Park, NSW, 2164, who fall within the coverage of the Starch Manufacturers, &c. (State) Award and the Metal, Engineering and Associated Industries (State) Award

CEREFORM ENTERPRISE AGREEMENT (NSW) 2004

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1. Title

The Agreement shall be referred to as the Cereform Enterprise Agreement (NSW) 2004 (the "Agreement").

2. Arrangement

3. Application of the Agreement
4. Parties Bound
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6. Relationship to Parent Award and Previous Enterprise Agreement
7. Aims and Objectives
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11. Preference for Permanent Employees
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17. Union Recognition
18. Monitoring and Renewal of Agreement
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3. Application of the Agreement

This Agreement shall apply at Cereform, in respect to all employees employed in or in connection with production at this site whose duties and skills are described by the classification structure set out in Appendix 1 of the Agreement.

4. Parties Bound

- 4.1 Cereform (A Division of George Weston Foods Limited) located at 74-76 Redfern Street, Wetherill Park, NSW (the "Company"); and
- 4.2 The employees of the company whose employment is covered by the Agreement; and
- 4.3 The National Union of Workers (NSW Branch) located at 3-5 Bridge Street, Granville NSW 2142 (the "Union").

5. Period of Operation

The Agreement shall operate on and from the 22nd July 2004 and shall remain in force for a period of one (1) year until 21st July 2005.

6. Relationship to Parent Awards and Previous Enterprise Agreement

- 6.1 This Agreement shall be read and interpreted in conjunction with the Starch Manufacturers (State) Award and the Metal and Engineering (State) Award provided that where there is any inconsistency between the terms of either of the Awards and the Agreement, the Agreement shall take precedence over the Award to the extent of the inconsistency.
- 6.2 The Agreement replaces and rescinds the previous Enterprise Agreements that have operated at the Company, being the Cereform Enterprise Agreement 1996, the Cereform Enterprise Agreement 1998, the Cereform Enterprise Agreement 2000 and the Cereform Enterprise Agreement 2002. However, any measures to increase productivity and efficiency at the site resulting from the application of the terms of any of the previous Enterprise Agreements shall continue to operate under the Agreement, unless altered by agreement of the parties in accordance with the provisions of the Agreement.

7. Aims and Objectives

The parties to the Agreement are committed to the achievement of the following objectives:

7.1 Business Effectiveness

To operate a profitable growing business with a focus on improved production efficiency through managers and employees continuously seeking improvements in all aspects of the operation.

The Company will provide all employees with easy to read monthly data showing the levels of production effectiveness for each operational area or machine.

Information provided will also include the results from prior months for comparison purposes.

7.2 Effective Workplace Communication

To develop and nurture effective communication systems at and between all levels of the organisation.

To establish a system of formal Team Leader Meetings and to conduct such meetings on a regular basis.

7.3 Safety

To maintain a safe working environment for all employees, including the operation of a representative Site Safety Committee appropriately constituted.

To institute an effective method of monitoring and maintaining compliance with all safety requirements, regulations and procedures for the site.

7.4 Production, Quality and Services Excellence

To expand and enhance Cereform's competitive position in the marketplace through producing the highest quality products with the elimination of reject and rework batches and developing a culture of service excellence to our customers.

The Employees covered by this Agreement and Management agree to work towards maintaining a maximum level of zero point five percent (0.5%) QC Fails due to Production Error of total batches produced. Production Errors will be recorded weekly and tabulated on an ongoing basis in graphical form.

In order to minimise failure rates, the workforce commits to participating in on-line Quality Assurance techniques.

Levels of output by machine will be calculated on a kilogram per man-hour basis, relative to total rostered time for each section and displayed monthly. The ongoing results will be tabulated in graphical form, based on these indicative average outputs with provision to allow variation relative to technological/organisational change.

MIXER/BLENDER	KILOGRAMS PER HOUR
Cake & Pastry Blender - 2 Tonne	1350 *
Improver - 2 Tonne	1400 *
Cake & Pastry Blender - 1 Tonne	750 *
Grain Blender	1900
Milling Plant - Soy (with Kibble)	750
Microniser	800
Z-Arm Blender	100 **
	* Subject to "Open Top Bag Content and Bag Weights"
	** Subject to Pre batch availability

7.5 Maintaining ISO9001 and HACCP Accreditation

Employees will positively and actively adopt work practices that will assist Cereform in maintaining accreditation to ISO9001 and HACCP, and to build on this through continuous improvement and GMP. This will include management and employees assisting each other in the development of accurate job specifications and classification descriptions and ensuring work procedures are accurately documented.

7.6 Training

- (a) For management and employees to develop a commitment to training that will result in a motivated, multi-skilled and flexible workforce. Certain types of training will be mandatory (eg: OH&S). In all cases the Company undertakes to consult on aspects of training needs, and the employees will not restrict training programmes thereby agreed.

- (b) Through the process of workplace consultation as set out in Clause 8 of the Agreement, the Company and the employees shall establish a "fast track" program to assist each employee to acquire competency in the prescribed skill modules that each employee has yet to acquire for his/her level of classification.

7.7 Housekeeping

Housekeeping objectives will be set by the site management in consultation with the HACCP Audit Team who will also conduct inspections on a regular basis.

Employees will participate in the following programs and routines to meet these objectives:

- (a) Maintenance of levels of general cleanliness as indicated by Good Manufacturing Practice (GMP) to ensure maintenance of ISO9001 and HACCP.
- (b) Maintenance of pest control procedures.
- (c) Ensuring equipment is maintained and cleaned in accordance with the above.

7.8 "Smartpak" Project

During the 12 month operation of the Agreement the employee parties will support and wherever possible assist with the implementation, installation, commissioning and evaluation of the capital up grade project known as Smartpak.

8. Workplace Consultation and Work Practice Change

Set out below are consultation arrangements agreed to between the parties that will enhance measures intended to achieve gains in productivity, efficiency and profitability of the site through work place flexibility during the life of the agreement.

8.1 Workplace Consultative Committee

An Workplace Consultative Committee (WCC) is established at the site.

- (a) Through the WCC the Company and the employees will consult collectively with each other.
- (b) The Company, the Employees and the Union will support the WCC's activities and its outcomes.
- (c) The WCC will be responsible for overseeing the implementation of this Agreement at the site and to ensure that the agreed Aims and Objectives are achieved.
- (d) The WCC will review its constitution where it would be necessary to do so to achieve the Aims and Objectives of the Agreement.

8.2 Workplace Flexibility and Changes to Work Practices

The Company, the Employees and the Union are committed to the flexible application of the terms and conditions of employment set out in this Agreement and the Award in order to improve the productivity, efficiency, profitability and the competitiveness of the Company. The employee parties accept that, subject to the provisions set out below, the final decision on policy issues at the site is the responsibility of the management of the Company.

The achievement of the agreed Aims and Objectives and the flexibilities referred to in Clause 7 will be assisted by the introduction of changes in work practices during the life of the Agreement in accordance with the procedures set out below:

8.3 Flexible Application of Existing Provisions

(a) If a proposed change effects only one employee or only a small number of Employees and all of the effected employees are involved in reaching agreement on a proposed arrangement, then the outcome as agreed by the one effected employee or the majority of the small number of employees concerned will be implemented following advice of the terms of the agreement to the WCC for its information.

(b) If a proposed change effects more than a small number of employees or, in any case, if the proposed change is in relation to a matter that the WCC regards as appropriate for it to deal with, then agreement on the issue will be reached through the consultative processes of the WCC. The agreed change shall then be appropriately recorded and implemented. The Company recognizes that any member of the WCC may seek the Union's advice and assistance on the matters under consideration.

(c) These procedures will ensure that the work practice arrangements at the site will be implemented in a way that best suits the parties directly affected.

(d) Any agreement reached shall not adversely affect the health and safety of the employees within the meaning of the state legislation.

8.4 Changes to Existing Conditions Requiring NSWIRC Approval

In circumstances where the implementation of the WCC's decision would necessitate formal recognition by the NSW Industrial Relations Commission (IRC) either by way of a consent variation to the Agreement or by way of the establishment of a further Enterprise Agreement, the following procedures shall be followed:

(i) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.

(ii) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of employees concerned the agreed arrangement shall be committed to writing.

(iii) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the WCC to the State Secretary of the relevant Union.

(iv) The Union shall not unreasonably withhold consent to the arrangements agreed upon.

(v) If no party objects to the arrangement, then a consent application shall be made to the IRC to have the arrangement approved in accordance with the requirements of the Act.

Should a dispute over a matter that is before the WCC not be able to be resolved it shall be dealt with in accordance with the procedures set out in Step 4 and onwards of the disputes procedure set out in Clause 15 of this Agreement.

The WCC shall act to resolve any disputes arising from the interpretation and/or implementation of the Agreement.

9. Unentitled Sick Leave

The sick leave provisions of the Award will apply at the site, however, once an employee has used up his/her paid sick leave entitlement the employee will be required to provide an appropriate medical certificate to ensure any periods of unpaid sick leave is authorised. Employees who are absent on unauthorized, unpaid sick leave without a medical certificate may be subject to the disciplinary procedure as per clause 14 of the Agreement.

10. Application of Classification Structure

The parties recognise that the Company presently may have more employees classified at certain levels than there are positions in the business for such a skill level. The following provisions are designed to provide a solution to this problem.

- 10.1 The Company has developed a "teams" style grouping arrangement of employees that recognises the number of employees at each skill level required in the various operational sections of the business.
- 10.2 The Company expects that its "teams" style grouping of employees be recognised. It is expected that in time the number of employees appointed to a particular level will match the number of positions available at that level.
- 10.3 The structure/composition of the "teams" style groupings may be changed for operational reasons after consultation with the Workplace Consultative Committee.
- 10.4 From the date of installation of this Agreement, no further upgrades in Levels will occur unless there is a need within the enterprise for that particular level of skill.

This will mean that existing classifications will stand, and the status quo will remain until such times as a vacancy is determined by the Company in a particular skill area. This does not apply to those individuals previously agreed as eligible for upgrade assessment at the time of commencement of the Agreement.

- 10.5 During the transition to this being achieved, some employees may be appointed to lower positions than their current level. Where this occurs, an employee's rate of pay will remain unchanged.
- 10.6 This does not exclude persons from undergoing training and experience in fields other than their current function, and is in fact encouraged and will be supported by the Company. This will prepare individuals for upgrade assessment in the event of a specific vacancy, without undue delay. Upgrades will be determined only in accordance to the breadth of skills and overall performance of an employee.
- 10.7 Additional module training may be available to an employee in accordance with the provisions of Clause 7.6 (b).

11. Preference for Permanent Employees to Relieve

Where a permanent employee's absence from work necessitates the appointment of another employee as a relief worker to perform the functions normally performed by the absent permanent employees, such relief worker shall be selected (wherever possible) from within the appropriately qualified permanent employees.

12. Wage Adjustments

In return for the commitment by the employees to the implementation of the objectives set out in this Agreement, employees will receive the following wage increases:

- 12.1 The increase of 4% will be effective from 22nd July 2004.
- 12.2 During the life of the Agreement employees are not entitled to receive any wage increases other than those mentioned in the Agreement. This will include absorption of State Wage Increases.

13. Allowances

- (a) All allowances referred to below will be increased in accordance with the percentage increases agreed by the parties in accordance with sub clause 12. The allowances at the commencement date of the agreement are as follows:-

Allowance Description	As from Commencement of Agreement (includes 4% increase)
Permanent Afternoon/Night Shift	\$122.75 per week
Rotating Shift Allowance	\$ 91.20 per week

Day Work	\$ 20.50 per week
Chemical	\$ 9.70 per week

(b) Meal Allowance will be paid at the completion of two (2) hours overtime.

14. Disciplinary Procedure

14.1 The following Disciplinary Procedure shall apply to employees covered by the Agreement.

Disciplinary Procedure Relating to Poor Work Performance or Unsatisfactory Conduct

Without limiting the scope of application of this procedure "poor work performance or unsatisfactory conduct" could include the following:

Unacceptable work quality

Unsafe work practices including, but not limited to; behaviour that could result in personal injury or distress - horseplay, practical jokes, harassment, discrimination, victimization, violent or threatening behaviour.

Wilfully failing to abide by reasonable and lawful directions.

Unauthorised absences from work or excessive sick leave absence.

Disregard of a safety requirement.

"Clocking on" or "clocking off" another employee.

Wilful damage to or theft of Company property.

Deliberate actions that threaten product safety.

Working under the influence of alcohol or other non-prescriptive drugs that impede judgment or coordination.

Excessive absenteeism.

Note: The term "performance" referred to within the disciplinary procedure does not include performance issues relating to engineering standards such as piece work, incentive work or time and motion measures of performance.

Where it is alleged an employee's work performance or conduct is of a poor or unsatisfactory standard the following procedure may be adopted:-

14.2 Interview Process

An interview of the employee should be conducted by the Company's representative. It is appropriate for another member of management to be present as well as the union site delegate or his or her representative (if the employee is a member of a union) or other nominated or responsible employee acceptable to the employee being disciplined. At the time of the interview the employee should be informed of the nature of the problem and be given the opportunity to explain his or her actions.

If the problem is not work related, efforts should be made to provide appropriate professional counselling or other outside assistance, where available.

If the problem is work related, it is suggested that certain details of the interview should be recorded, such as:

Nature of alleged poor work performance or unsatisfactory conduct and the specific details.

Date(s) of alleged poor work performance or unsatisfactory conduct.

Date and time of the interview.

Signature of the parties present at the interview.

A copy of this record should be supplied to the employee concerned.

At the conclusion of the interview a date should be set for the parties to again meet and review the employee's progress in addressing or correcting the issues that are the subject of a disciplinary warning.

14.3 Discipline

If the warning resulting from the initial interview is unsuccessful a further interview similarly constituted should then take place.

At that time management should produce further evidence of the continued poor work performance or unsatisfactory conduct and the employee should be given the opportunity to explain his/her continued poor work performance or unsatisfactory conduct.

If the explanation is deemed unsatisfactory management may take disciplinary steps in relation to the employee.

Such disciplinary action may result in dismissal, however in some circumstances it would be appropriate that a further warning be given.

However in some less serious situations appropriate disciplinary measures may include:-

Relocation in the work place;

Restriction of Privileges;

Admonishments recorded on the employee's personal file.

These forms of disciplinary measures may be either permanent or of a temporary nature, in which case previous entitlements may then be restored provided the employee's work performance or conduct has improved in the intervening period.

The employee may nonetheless be dismissed if any of these alternative disciplinary measures are found not to be a satisfactory solution.

14.4 Dismissal

14.4.1 Dismissal Following Disciplinary Procedure

The employee should be notified in writing of impending dismissal and the reasons for same. The Union site delegate (or his or her representative) should be notified as soon as practicable if this course of action is to be taken.

14.4.2 Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the operation of Clause 7B(iii) of the Award which recognizes the right of the Company to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:

An investigation should be conducted to establish the facts.

The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.

The employee shall be given the opportunity to explain or refute the alleged misconduct.

15. Grievance and Avoidance of Dispute Procedure

The objective of this procedure is to resolve grievances as soon as possible and at the earliest stage of the following steps:

Step 1 - In the first instance; the employee will raise the matter with the Shift/Section Supervisor.

Step 2 - If unresolved the employee and the Supervisor will raise the matter with the Production Manager. The services of either the Union Delegate or another responsible employee representative may be called upon by the employee or the Company at this stage to further assist in the resolution of the grievance.

Step 3 - Should the grievance remain unresolved, the matter will be referred to the Operations Manager by the parties involved. The discussions may also involve other senior members of management as well as a Union official if so requested by the employee.

Step 4 - If the matter remains unresolved it will be referred to the NSW Industrial Relations Commission for conciliation and/or arbitration and the parties shall abide by the outcome of those proceedings, subject to either parties rights of appeal under *the Industrial Relations Act 1996*.

15.1 At each of the first three (3) stages, a response should be given to the employee within 24 hours.

15.2 The over-riding principle is that all parties will be committed to resolving the matter as soon as possible.

15.3 It is agreed by the parties that the status quo will remain while this process is taking place. Status quo shall mean the situation existing immediately prior to the dispute or matter giving rise to the dispute.

16. No Extra Claims

The Union and the Employees undertake not to pursue any extra claims in relation to increases in wages or improvements in conditions of employment during the life of the Agreement.

17. Union Recognition

17.1 As part of this Agreement the Company recognises the role of the Union and its right to represent employees.

17.2 To this end the Company will ensure that each new employee is introduced to the site Union delegate as part of the site induction process.

17.3 At the written instruction of an employee the Company will arrange for the deduction of Union membership dues from the employee's wages and the forwarding of the amount to the Union.

18. Monitoring and Renewal of Agreement

It is a condition of this Agreement that negotiations for the next Cereform Enterprise Agreement will commence no later than twelve (12) weeks prior to the expiry of the Agreement.

19. Endorsement of Agreement

The signatories below accept and endorse the terms of the Agreement on behalf of their organisations and the Employees they represent.

FOR AN ON BEHALF OF CEREFORM (A Division of George Weston Foods Limited)
ABN 45 008 429 632

Peter Gulliver
Operations Manager

Signed on the 1st day of September, 2004

AGREEMENT OF MAINTENANCE EMPLOYEE

Ray Markham
Maintenance Supervisor

Signed on the 1st day of September, 2004

EXECUTED AS AN AGREEMENT FOR AND ON BEHALF OF THE NATIONAL UNION OF WORKERS
(New South Wales Branch)

Derrick Belan
Secretary - NSW Branch

Signed on the 7th day of September, 2004

APPENDIX 1

CEREFORM EMPLOYEE CLASSIFICATION SYSTEM

1. CLASSIFICATION DEFINITIONS

Cereform employees will be granted in accordance with the following classification structure:

1.1 Operative - Grade 1

Performs basic tasks, under instruction and general supervision
(eg: hygiene, packing, tipping).

1.2 Operative - Grade 2

As with Grade 1.

Possesses a current Forklift Licence or able to operate under the Log Book scheme.

Has achieved successful assessment in all of these core competencies - the 1 Tonne Mixer, the 2 Tonne
Cake & Pastry Mixer, the 2 Tonne Improver Mixer and the Z-Arm Mixer; or

Capable of operating a Forklift within a warehouse situation with minimal supervision.

1.3 Senior Operative

As with Grade 2, with basic Supervision training.

Possesses a First Aid Certificate.

Is eligible for process skill modules from Table 2.6.

Able to undertake basic mechanical maintenance on process equipment; or

Capable of receipting/despaching materials in a warehouse situation, and basic documentation processing.

1.4 Leading Hand

As with Senior Operative, with advanced supervision training.

Has achieved all four (4) core competencies and is eligible for process skill modules from Table 2.6.

Able to supervise the operation and personnel on all mixers.

Has undertaken a "Train the Trainer" course.

Able to handle all recording processes and label printing; or

Capable of fulfilling all functions in a warehouse situation.

1.5 Section Supervisor

As with Leading Hand, with training in frontline management.

Capable of performing Production Planning, Scheduling and Rostering functions and produce Work Orders and run basic MRP operations.

Able to train operative personnel; or

Able to run the total operations of a warehouse situation.

1.6 Maintenance Supervisor

Possesses relevant trade qualification.

Capable of carrying out routine maintenance on all areas of the plant.

Capable of advising contractors on specific site requirements, including safety.

Able to formulate basic planning and upgrading processes.

Able to supervise associated staff from time to time.

CLASSIFICATION	Commencement of Agreement (includes 4% increase) Hourly Rate \$
Operative - Grade 1	16.50
Operative - Grade 2	17.55
Senior Operative	18.40
Team Leader	19.90
Section Supervisor	20.80
Maintenance Supervisor	23.45

2. Process Skill Modules

- 2.1 The Company undertakes to provide the earliest opportunity, where practical, for persons to gain exposure to the various sections covered by the module system. Basic eligibility for module achievement will be after attainment of Operative - Grade 2 status.

2.2 A Skills Module Register will be developed during the implementation of the new Agreement. Employees will be encouraged to use the register and in doing so, indicate which additional skills modules they are interested in achieving. The Register will be used by the Company to select employees when the need for training employees in an additional skills module arises. The register will be reviewed and maintained by the Workplace Consultative Committee. Training will be provided when the need for increased skills are identified by the Company and subject to training being able to be provided.

2.3 The current modules are:

Microniser - This covers all aspects of operating the Microniser, including loading and discharging, routine maintenance, grain handling and cleaning, set-up, testing, packaging and housekeeping of the Microniser and associated area.

Soy Plant - This covers all aspects of operating the Soy Plant including loading and discharging, routine maintenance, screen changes, grain handling and cleaning, set-up, testing, packaging and housekeeping of the Soy Plant and associated area. This also includes the receipt and testing of Soy beans, the management of the Kibbler and other equipment associated with the Soy Plant.

Oil Products - This covers all aspects of handling, producing of oil products including loading and discharging, routine maintenance, set-up, testing, packaging and housekeeping of the oil product equipment and associated area(s).

Warehouse - This module is designed to provide production staff the opportunity to expand their skills into functions carried out in the Raw Materials and Finished Goods Warehouses. This will cover all aspects of the job requirements up to and including Senior Operative, which is the status within Production the individual must have attained before eligibility for this module.

Pre batch - This covers all aspects of the assembly of ingredients, weighing of components of the formulae for all blending operations (dependant on resource rostering), including the important safety component and housekeeping of the associated area.

Grain Blender - This covers all aspects of the operating equipment, loading of the ingredients, ratio settings, on line Quality Assurance (physical), packaging equipment operation, including maintenance, safety components and housekeeping of the associated area.

Confined Space - Achievement of the formal certification training.

2.4 The introduction of new technologies will vary this listing by agreement.

2.5 The achievement of each module will attract a permanent addition to the hourly rate, commencing from an increment of \$0.25 per module.

2.6 Where the Company discontinues the use of particular equipment or of a particular section where the skills modules as described in 2 above are applicable the employee will continue to receive payment for the skills modules previously gained.

2.7 Process Skill Modules

Process Skills Available	Additional Rate/Hour	Available to:		
		Operative Grade 2	Senior Operative	Team Leader
Confined Space	\$0.25	✓	✓	✓
Oil Products	\$0.25	✓	✓	✓
Soy Plant	\$0.25	✓	✓	✓
Microniser	\$0.25		✓	✓
Prebatch	\$0.25		✓	✓
Warehouse	\$0.25			✓

Grain Blender	\$0.25		✓	✓
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