

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/14

**TITLE: Goodman Fielder Consumer Foods Limited - Mascot
Production Agreement 2005**

I.R.C. NO: IRC5/4779

DATE APPROVED/COMMENCEMENT: 30 September 2005 / 6 June 2005

TERM: 36

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/53.

GAZETTAL REFERENCE: 20 January 2006

DATE TERMINATED:

NUMBER OF PAGES: 37

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Goodman Fielder Consumer Foods Ltd located at the Mascot site, who are classified by one of the classifications of this agreement, who fall within the coverage of the Margarine Maker (State) Award and the Electricians, &c. (State) Award.

PARTIES: Goodman Fielder Consumer Foods -&- the Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales

GOODMAN FIELDER CONSUMER FOODS - MASCOT PRODUCTION AGREEMENT 2005

Arrangement

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An Agreement made this the 14th day of July 2005 and in pursuance of the New South Wales *Industrial Relations Act* 1996, as amended, between Goodman Fielder Consumer Foods Pty Limited, (hereinafter called the "Employer" or the "Company") of the one part and The -Australian Workers' Union, New South Wales and The Electrical Trades Union of Australia, New South Wales Branch (hereinafter called the "Unions") of the other part. This agreement shall be known as the - Goodman Fielder Consumer Foods Limited - Mascot Production Agreement 2005.

1. Area, Incidence and Duration

- 1.1. This Agreement applies to all employees of the Company, who are:
 - 1.1.1. members of the Union;
 - 1.1.2. employed at the Company's Mascot site;
 - 1.1.3. classified by one of the classifications listed in this Agreement.
- 1.2. This Agreement rescinds and replaces previous Agreements registered or otherwise made between the "Company" and the "Unions" in so far as the said Agreements apply to members of the Union parties to this Agreement at the site and in so far as any such Agreements relate to the assessment of wage rates and the determination of conditions on the site.
- 1.3. This Agreement will take place on or from the first pay period on or after the 6th June 2005 for a period of three years.
- 1.4. The terms and conditions of this Agreement shall be read in conjunction with the terms and conditions of the Margarine Makers State Award, and Electricians, &c. (state) Award except that where an inconsistency occurs, the terms and conditions of this Agreement will prevail to the extent of the inconsistency over the parent award.

2. Classifications, Definitions, Training Standards, Wage Rates

Classifications, allowances, definitions, and wage rates will be as detailed in Attachment I of this Agreement.

3. Contract of Employment

- 3.1. All employees other than Casuals or Fixed Term will be engaged as full time or part-time employees.
- 3.2. Employees engaged as casuals are engaged by the hour and paid 15 percent in addition to the hourly equivalent of their respective rate as classified with a minimum payment of 4 hours.
- 3.3. Employees may be engaged as Fixed Term employees and will receive pro-rata entitlements of full time employees. The relevant Union will be consulted prior to such engagement.
- 3.4. Notwithstanding the provisions of 3.1 wherever a requirement exists to engage part time employees prior consultation will take place with the Union.

4. Labour Flexibility

- 4.1. An employee can be directed to carry out any duties within the limit of his/her skill, competence and training. Such duties can be of a lower classification.
- 4.2. Where such duties are at a lower classification the employee will continue to be paid at the rate applicable to his/her normal classification. Such duties should be in accordance with normal safety standards and not designed to promote de-skilling.
- 4.3. No restriction of time, place or numbers of employees, other than those required by safety, may be imposed on any job.
- 4.4. There will be no restriction on who or what employment categories (including monthly paid personnel) can perform work on site other than statutory requirements such as certification to perform certain work eg. boiler certification. As an example monthly paid personnel could provide temporary relief for activities normally performed by weekly paid personnel. The intent of this clause is not to replace weekly paid personnel with monthly paid personnel, rather to break down the barriers between weekly

paid and monthly paid personnel. If need be the implementation of this clause can be reviewed by the Commission during the life of the Agreement.

- 4.5. Where full time personnel are working with skilled casual personnel, full time personnel will be given preference to perform the higher skilled work. Employment of casual personnel will not prejudice the employment of full time employees.

5. Training

- 5.1 The Mascot Management Team is committed to support training efforts, and will allow the allocation of reasonable resource on the line to relieve for on the job and off the job training in line with Production Requirements and an agreed training timetable.
- 5.2 It is expected that employees will actively participate, support, search for opportunities and be flexible in working with the company to achieve these goals.
- 5.3 We recognise that by increasing our focus on training, we will increase our skill base and capability, enable a greater sense of employee satisfaction and deliver long term benefits for the company.

6. Staffing

- 6.1 The Company will endeavour to offer security of employment to existing employees as far as possible within circumstances of market fluctuation and changes to production mix requirements, technology, methodology and organisation structure. However, circumstances may occur which demand that the Company reduce its numbers of employees, in which case the Company will notify the Union and both parties will discuss the matter before either take any action.
- 6.2 When this is necessary the Company will endeavour, as far as possible, to achieve the reduction by natural attrition. Where this is not possible the Redundancy Provisions contained in clause 26 will apply.

7. Payment of Wages

- 7.1 The pay week will run from Monday dayshift to Sunday nightshift. If there is a need to change this timing the Unions will be consulted.
- 7.2 Payment will be made by E.F.T on Wednesday.
- 7.3 Pay advices will be distributed during normal working hours.

8. Mixed Functions

- 8.1 An employee required, on a temporary basis, to perform tasks normally assigned to employees of higher classifications, will be paid the pay rates assigned to the higher classifications as follows:
 - 8.1.1. for less than 2 hours: payment for the period worked;
 - 8.1.2. for 2 hours or more in any one shift: payment for the whole shift;
- 8.2 An employee, acting temporarily in a higher classification, who continues in that higher classification on overtime, will continue to be paid at the higher rate of pay until completion of the overtime worked.
- 8.3 An employee can work as directed on a temporary basis to any lower classification within the group of classifications to which his/her classification belongs. For the purposes of training, the Mixed Functions clause does not apply.

9. Hours

The ordinary hours of work shall not exceed 12 on any one day provided that in any arrangement of ordinary working hours where the working hours are to exceed eight on any one day, the arrangement of hours shall be

subject to agreement between the employer, each individual employee and /or the majority of employees in the plant or work section or sections concerned.

The ordinary hours of work, exclusive of meal times, shall be an average of 38 per week, Monday to Friday, worked as follows;

- (a) The hours to be worked will be between the span of hours 6 am to 6 pm
- (b) Once having been fixed, the time for commencing and finishing work shall not be altered without at least seven days' notice to the employees concerned or by mutual agreement between the employer and such employees. Where the majority of the employees and the employer so agree, the starting time may be varied to an earlier time.
- (c) The daily hours prescribed by paragraph (a) of this subclause may be altered by the Company with the consent of the Unions concerned.

10. Shift Work

- 10.1. All personnel will be deemed to be shift workers.
- 10.2. Employees will be given 72 hours notice of a requirement to change shifts. Such notice can be given prior to commencement of shift. Employees who are not given the required notice will be paid overtime rates for the shifts worked until the expiration of the notice period.
- 10.3. Shifts may be permanent, alternating or rotating by agreement between the Company and the majority of employees in the plant or work section or sections concerned, (following consultation with the Union) to suit the circumstances of the Company.
- 10.4. The ordinary hours of work will not exceed 76 in any period of two consecutive weeks, or 114 hours in any period of three consecutive weeks, or 152 hours in any period of four consecutive weeks. Where the employees are working shift work, the ordinary working hours on any shift shall not exceed eight. These hours may be extended subject to agreement between the employer, each individual employee and/or the majority of employees in the plant or work section or sections concerned.
- 10.5. Starting and finishing times of shifts will be fixed and subsequently varied by mutual agreement between the Company and the majority of employees in the plant or work section or sections concerned, following consultation with Union representatives. In the absence of agreement, variation to the times will be by way of seven days notice of alteration given by the Company to the employees.

11. Shift Allowances (Non Continuous)

- 11.1. Where an employee rotates through three shifts morning, afternoon and night, shift allowance will be:

Morning shift	Nil
Afternoon shift	18%
Night shift	23 ½ %

- 11.2. Where an employee rotates through two shifts, morning and afternoon, shift allowances will be:

Morning shift	Nil
Afternoon shift	18%

- 11.3. Where an employee works permanently on the same shift, shift allowances will be:

Morning shift	Nil
Afternoon shift	20 ½ %
Night shift	33 ½ %

11.4. Continuous shifts (seven days)

(a)

Monday to Friday	
Afternoon shift	18%
Night shift	23 ½ %

b) 11pm Friday to 11pm Sunday

All shifts - double time

c) Public Holidays

All shifts - double time and a half

11.5. The appropriate shift allowance will be paid on overtime of 4 or more hours in any one shift. For this purpose each shift will stand alone.

12. Meal Breaks

12.1. A period of at least twenty five minutes will be allowed on each shift as a meal break. The time at which the meal break is taken will be determined by the needs of production in a department.

12.2. Employees will not be required to work for more than six hours without a meal break (excludes Tea Breaks).

12.3. All work done during meal breaks and thereafter until a meal break is allowed, will be paid for at the overtime rate applicable. Where the time of the meal break can vary over a one hour period the penalty will not be paid until the second half of the one hour period has commenced.

12.4. During normal shifts, employees will be entitled to one ten minute tea break between the start of the shift and the meal break. The time of the break will be determined by mutual arrangement within the time span of the first hour and one half and second hours and a half of the shift. Such arrangement should ensure production needs are not affected.

12.5. A reasonable amount of time will fall between breaks.

13. Overtime

13.1. Overtime is defined as any work performed outside the agreed ordinary hours.

13.2. The following overtime rates will apply:

a) Weekdays and Saturdays, which are not public holidays:

First hour: time and a half ordinary rates
Thereafter: double time

b) Sundays:

All hours: double time

c) Public Holidays

All hours: triple time

- 13.3. The Company may require employees to work reasonable overtime at overtime rates, and such employees will work overtime in accordance with such requirement. However employees will not normally be penalised where mitigating circumstances exist.
- 13.4. The assignment of overtime by the Company will be based on the specific work requirements of the enterprise. To best ensure a safe working environment, double shifts will be avoided where possible, e.g typically by working 4 hours before or after shift.
- 13.5. When employees are requested to work overtime on a Saturday, Sunday or Public Holiday, they will be given at least four hours work unless the overtime is worked prior to the commencement or subsequent to the conclusion of a rostered shift, where the Company will nominate the length of overtime, which may be of any duration.
- 13.6. The Company will notify the requirement for weekend overtime by shift end on the preceding Thursday, unless the overtime is caused by circumstances outside the Company's control e.g. major plant breakdown.
- 13.7. If a person is advised of the requirement to work overtime the day prior and such overtime is cancelled on the actual day, the employee will be entitled to payment of the meal money. When notification is given on the day and cancelled later that same day no payment will be made, unless the employee can prove a financial loss due to the purchase of a meal for the overtime period.
- 13.8. In the event that weekend overtime is cancelled after 11pm Thursday, a payment of four hours at ordinary rate will be made, except when cancellation is due to factors beyond Company control.
- 13.9. Where overtime is scheduled for at least four hours and the cancellation occurs after the conclusion of the last ordinary shift prior to the overtime, a payment of four hours at ordinary time will be made, except when cancellation is due to factors beyond Company control ie major plant failure or non-delivery of raw materials/packaging.
- 13.10. Where overtime is scheduled for at least four hours and has commenced but is disrupted because of shortage of materials, a breakdown of machinery or equipment or any other source, alternate work will be provided and paid for at the overtime rate.

14. Call Backs

- 14.1. An employee recalled to work overtime after leaving the Company's premises (whether notified before or after leaving the premises) shall be paid for a minimum of four hours' work at overtime rates for each time that he/she is recalled. This sub clause shall not apply in cases when it is customary for an employee to return to the Company's premises to perform a specific job outside his/her ordinary working hours or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- 14.2. An employee will not be required to work the full four hours if the job he/she is recalled to perform is completed in a shorter period.
- 14.3. When a call back begins three hours or less prior to the employee's normal starting time, the employee will receive payment for the full four hours of the call back at overtime rate and will continue working until the normal cessation of the rostered period of work, which will be paid at ordinary time rate.
- 14.4. Where an employee is recalled to work, the Company will provide transport to and from work or if the employee is able to provide his/her own transport will pay the allowances applicable to his/her vehicle, as set out in the current NRMA Motoring Cost Schedule.
- 14.5. Travelling time of 0.5 hours each way will be paid for a call-back.

15. Overtime Breaks

- 15.1. Unless the period of overtime is less than one hour, an employee, before starting overtime after working ordinary hours, will be paid a crib break of 20 minutes which will be paid for as time worked.
- 15.2. An employee working a whole shift on a Saturday, Sunday or Public Holiday will take normal shift breaks.
- 15.3. In the unavoidable situation whereby an employee is working a double shift outside of weekends or public holidays to fill in for an absent employee, they will observe the same breaks on the overtime shift as the employees rostered for the shift and will be paid for all such breaks at overtime rates.

16. Meal Money During Overtime

- 16.1. Meal allowance is as listed in Attachment I.
- 16.2. Meal allowance will be adjusted in line with the C.P.I. change for New South Wales, effective on or after the commencement of each Agreement.
- 16.3. Where an employee is requested to work overtime following his/her shift and that overtime lasts for more than one (1) hour, meal allowance will be paid as follows:
 - a) prior to commencement of overtime,
 - b) every four hours, providing overtime continues after that four hours.
- 16.4. Where an employee is requested to work overtime commencing at least one hour before his/her shift, meal allowance will be paid.
- 16.5. Where an employee is requested to work overtime at a time not following or preceding his/her normal shift, meal allowance will be paid after every period of four hours worked, providing overtime continues after the period of four hours.
- 16.6. When an employee is on a call back, meal allowance will be paid:
 - a) after two hours;
 - b) after completion of every four hours of call back subsequent to the first two hours (that is after six hours, after ten hours etc.) providing the call back continues after that four hours.

17. Rest Periods After Overtime

- 17.1. An employee who works so much overtime after the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least ten consecutive hours off duty between those times, will be released after completion of such overtime until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.2. If on the instruction of the Company such an employee resumes or continues work without having had such ten consecutive hours off duty, he/she will be paid at double time until he/she is released from duty for such period and he/she will then be entitled to be absent until he/she has had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 17.3. Weekend work on overtime is excluded from the provisions of 17.1 and 17.2. Such overtime stands alone for all purposes.
- 17.4. Award provisions for rest periods will apply in the case of call backs.

18. Annual Leave

- 18.1. Annual leave will be taken as provided for by the Annual Holidays Act, 1944 as amended.
- 18.2. Annual leave loading will be paid as a weekly allowance equivalent to an annual leave loading of 25%.

19. Public Holidays

- 19.1. Public Holidays will be as detailed in the Margarine Makers (State) Award and the Electricians, &c. (State) Award. Any mid week Public Holidays may be moved to a Monday or Friday to meet business needs.
- 19.2. Employees, who work a whole shift on a Public Holiday other than a Sunday may elect:
 - a) to be paid the normal overtime rate for the public holiday and take a day off without pay to be taken within six (6) months of the public holiday worked;
 - or
 - b) to be paid double time for the public holiday and take a day off with pay to be taken within six (6) months of the public holiday worked.
- 19.3. Picnic Day will fall on any day as mutually agreed between the company and the employees.
- 19.4. Employees who are absent the working day before or after a Public Holiday or Picnic Day will be required to present proof by way of a doctor's certificate or Statutory Declaration that they were unable to attend work on those days.

20. Long Service Leave

- 20.1. The provisions of the *Long Service Leave Act* N.S.W. (1955) as amended will prevail with the following additional benefits.
 - 20.1.1. An employee who has completed with an employer at least 5 years service and whose services are terminated by the employer for any reason (other than the employee's serious and wilful misconduct) or by the employee on account of illness, incapacity or domestic or other pressing necessity or by reason of the death of the employee (where the service is between 5-10 years), is entitled to be paid a proportionate amount for long service leave on the basis of 13 weeks for 15 years subsequent service.
 - 20.1.2. Where an employee for any reason leaves the employer's service or is dismissed by him with more than 10 but less than 15 years service, he/she is entitled to a proportionate amount of long service on the basis of 13 weeks for 20 years for service before April 1, 1963 and 13 weeks for 15 years for service after that date.
 - 20.1.3. Long service leave will be granted by mutual consent between the Company and the employee in advance of the entitlement date of 15 years continuous service, but not earlier than 10 years' service with the Company. Leave granted thus will not be in excess of pro rata entitlement as at 10 years service, and will not be of less than one month's duration.
 - 20.1.4. Long service leave taken, as a continuing part of employment with the Company will be paid for at average pay or ordinary rate whichever is the greater.
 - 20.1.5. Where Public Holidays occur during an employee's period of long service leave, such leave will be extended by one day for each Public Holiday.

20.2. Terminations

20.2.1. Employees who retire from the Company will be paid their pro rata long service leave at average pay rates as defined or ordinary rate whichever is the greater.

20.2.2. Where a person leaves the Company and there is an entitlement to pro rata long service leave such leave will be paid as in 20.2.1

21. Sick Leave

21.1. Sick leave will be taken as provided for in the appropriate awards ie 5 days after the first year of service, rising to 10 days after subsequent years and no entitlement until after three months of continuous service, with the following provisions superseding award provisions. Sick leave shall accumulate on a year on year basis.

21.2. Employees with seven years' completed service with the Company will have two additional days sick leave at the beginning of the eighth and subsequent years.

21.3. Years of service for the purpose of this clause means the period between the date of commencement in employment in any year and the anniversary of the commencement of employment in the next year.

21.4. An employee intending to be absent because of illness must provide their Team Leader, Group Leader or immediate Supervisor at least 30 minutes notice before start of shift, indicating the reason for and the estimated duration of the absence.

If the absence is related to a workplace incident or injury, the employee must notify their Team Leader or Group Leader immediately.

The Company telephone is staffed 24 hours a day seven days a week and failure to so notify the Company will deny the right to sick pay.

21.5. Employees will prove to the satisfaction of the Company that they were unable to attend work for the day or consecutive working days of absence before they are entitled to payment. Verbal notification prior to absence is required.

To be eligible for sick pay the following is required:

1 day	Nil
2 days	Medical Certificate may be requested
3 or more days	Medical Certificate

21.6. Employees have the option of the following:

21.6.1 To be paid an attendance bonus each year which will be the value of unused sick leave above the minimum sick leave balance, to the maximum of the previous years' grant. Equivalent sick leave credits will be deducted from the employees sick leave balance. The minimum sick leave balance will be one (1) years accrual.

21.6.2 On termination, a monetary attendance bonus will be paid out equivalent to all unpaid sick leave at ordinary time rate, except in the case of summary dismissal when no payment will be made.

In the case of summary dismissal due consideration should be given to clause 6 of the Corrective Guidance and Disciplinary Procedure.

21.6.3 On the death of an employee the attendance bonus in 21.6.2 will be paid to the employee's estate at the appropriate rate.

22. Bereavement Leave

- 22.1 On appropriate confirmation of the death of a close relative (ie. Mother, Father, (Step-Mother, StepFather) Spouse, De facto Spouse, Brother, Sister (StepBrother, Step-Sister), Son, Daughter, Parent In Law, an employee is entitled up to 5 days paid leave.
- 22.2 The amount of leave allowed is at the discretion of the employee's manager, and should depend upon the location of the funeral, the relationship of the employee to the deceased, and the duties that the employee has (eg. organising the funeral).
- 22.3. As a guide, it is usual to provide 2 days paid leave if the funeral is in the City / State in which the employee is normally domiciled, or 3 days paid leave if the funeral is inter-state.

For the purpose of this clause the words "wife" and "husband" will include de facto wife or husband and words "father" and "mother" will include foster father or mother.

23. Parental Leave / Adoption Leave

- 23.1. Employees will be entitled to parental leave as provided in the NSW Industrial Relations Act as amended.
- 23.2. The terms of the Funds Trust Deeds will apply in respect of employees' Superannuation contribution.

24. Jury Service

- 24.1. An employee required to attend Jury Service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid for their attendance at Jury Service and the amount he/she would have been paid for a similar duration of work at ordinary time rate.
- 24.2. Employees will notify the Company as soon as possible of the dates upon which they are required to attend Jury Service. Further, employees will give the Company proof of their attendance, the duration of such attendance and the amounts received in respect of Jury Service. Afternoon and night shift employees called for Jury Service will be given time off from the next shift, without loss of pay, equivalent to the hours involved in that Jury Service.

25. Dispute Settling Procedure

- 25.1. In the event of employees having a grievance or dispute arising for any purpose, employees through their Delegate, will take the following two steps before taking industrial action or refusing to carry out work as directed:
 1. Raise the matter with his/her Team Leader
or if unresolved
Group Leader
or if unresolved
Operations Manager or if unresolved
 - 2 Call in the Union Organiser to discuss the matter with Delegates and then the appropriate Manager.
- 25.2. Where the grievance or dispute remains unresolved after the above steps the Company or Union may refer the matter to the Industrial Relations Commission of New South Wales.
- 25.3. Whilst these procedures are followed the status quo shall remain.

26. Redundancy Provisions

26.1. Absolute security of employment cannot be guaranteed but it is recognised that job security is an important issue for all employees and it is therefore the Company's objective to provide continuing employment.

26.1.1 If an employee's job ceases to exist the Company will endeavour to find alternative employment within Goodman Fielder.

26.1.2 However it is recognised that there will be occasions when an employee feels that the alternative employment offered to him/her may not be acceptable and the Company agrees to the following:

- a) If an employee is offered alternative employment, he/she may elect to take redundancy pay in lieu
- b) If an employee is employed in a position requiring certified skills and the job offered to him/her is outside the area of such skills, he/she may elect to take redundancy payment in lieu. If the employee is offered a position where the classification structure is outside the structure covered by the employees Union he/she may elect redundancy.

26.1.3 If an employee is moved to a lower rate of pay than that which he/she enjoys in his/her redundant job, he/she will move to the lower rate of pay over a period of time by receiving 50% of wage rises as they occur. Such overpayment shall, for the time taken for it to be absorbed, be considered as a "personal overpayment" and not entitle any other person who works in that job, either permanently or temporarily to that particular rate.

26.1.4 In any other circumstances if an employee is offered a job which gives a rate less than 90% of his/her existing ordinary rate he/she may elect to take redundancy pay in lieu.

26.1.5 If employees from Mascot site are offered employment at an alternative Goodman Fielder/Burns Philp site they shall be entitled to inspect the job and will be interviewed in respect to that job. The employee will be afforded a period of two weeks within which to accept or reject the job offered.

If the employee accepts the job offer and the job proves unsatisfactory to the employee within one month he/she may terminate. In the event that either the job is rejected or the job proves unsatisfactory within one month, the employee shall be entitled to redundancy benefits.

26.2. Period of Notice

26.2.1 The Company will give to each employee to be made redundant the maximum possible notice, but at least three (3) months notice of redundancy. The employee shall within the said three (3) months elect to work for that period or terminate his/her employment and receive the benefits as described hereunder.

26.3. Benefits

26.3.1 The following benefits will apply and payment will be calculated on the basis of the base rate plus average shift loading. Average shift loading will be calculated on the basis of actual shifts worked over the 52 weeks ended with the last completed pay week in the month prior to the employee having been given notice.

- a) Four weeks ex gratia payment.
- b) Four weeks in lieu of notice.
- c) Four weeks per year of service. Periods of less than one completed year to be paid on a pro rata basis.

- d) Accumulated sick leave for day employees to be paid at the base rate. Accumulated sick leave for shift employees (non-day) will be paid out at Ordinary time rate, in line with clause 21.6.2.
- e) Long service leave to be paid regardless of length of service on pro rata rate at average pay.
- f) Superannuation payments to be paid as per the relevant Superannuation Fund Trust Deed.
- g) If during the period of notice an employee dies, then the benefits to which he/she would have been entitled upon termination, as described herein, will be payable to his/her estate.

26.4. Additional Benefits

- a) The Company agrees to pay the costs associated with any reasonable need for interpreters during this process.
- b) The Company agrees to pay the cost associated with bringing certified and professional tax and investment advisers to the site to conduct group sessions for employees interested in these subjects. However, if an individual wishes to engage these advisers for personal counselling then any costs associated there with will be to their own account.
- c) The Company agrees to provide redundant employees with two (2) standard issues of Company products.
- d) The Company during the period of notice will allow employees reasonable time to attend for employment interviews at other sites. The Company may require confirmation of the said appointments.
- e) Redundant employees will be required to undertake an exit medical examination, provided for by the Company.
- f) The Company is to provide redundant employees with a Statement of Service on the termination of their employment.

26.5. Method of Selection

26.5.1 The following method of selection shall apply for persons to be made redundant.

- a) The Company will provide the Union with the projected number of employees to be made redundant and the proposed timetable for those redundancies.
- b) The Union Delegates will hold on site meetings and obtain a list of employees who wish to be considered for redundancy. This list will then be provided to the Company.
- c) On obtaining the list the Company will have the following discretions:
 - i) If there is an employee on the list whom they wish to retain, the Company has the right to hold discussions with that employee in an effort to retain his/her services.
 - ii) If the employee refuses the Company's offer in Clause 26.1.5 and continues in their desire to be made redundant then the Company will accept their application but have the right to determine at what stage the person will be released. This clause is designed to allow the Company to retain experienced staff and utilise the employees expertise to train their eventual replacements.
- d) If the number of employees applying for redundancy exceeds the numbers required by the Company then the most senior employees on the list will be given access to the redundancies.

e) If any disagreement should arise between the parties as to:

i) Who is to be redundant and/or

ii) When their redundancy is to apply

then the matter will be negotiated between the Company; the Union delegates and officials.

iii) If the event of no agreement, the Disputes Settling Procedure will be initiated.

26.6. Limitation of Benefits

26.6.1. Employees dismissed for misconduct or unsatisfactory performance or who leave of their own accord are not eligible for redundancy payments.

27. Corrective Guidance & Disciplinary Procedure

27.1. Introduction

27.1.1 It is an accepted part of any Employer/Employee relationship that prescribed standards of behaviour should be observed. When these standards are breached it is necessary at times, to undertake formal corrective guidance and disciplinary action.

27.1.2 This action is not generally intended as a means of punishment but rather a positive attempt by all parties to encourage and improve good work practices, performance and individual conduct.

27.1.3 Inherent in any such procedure, are several basic principles which cover the responsibilities of the employer and employee, the role of the Union Delegate and, most importantly, the responsibility of all concerned to ensure the procedure is applied in a fair, consistent manner. In other words to ensure all employees are treated equally without exception.

27.1.4 The procedure that follows covers these responsibilities as well as describing the various steps within the process.

27.2. Responsibilities and Rights of the Employee

27.2.1 All employees are expected to abide by the terms of their contract of employment, particularly in regard to work performance and individual conduct. However when employees are not working in a correct manner or fail to adhere to normal standards of behaviour, remedial action needs to be taken to assist the employee in rectifying any misunderstanding or apparent shortcomings. When this is necessary an employee has certain intrinsic rights which should be observed at all times. These can be best summarised as:

being made aware of the full facts
delegate representation (if required)
given the opportunity to offer an explanation
not have any discipline action predetermined
where necessary to have mitigating circumstances and employment record taken into account
to have the matter documented

27.3. Rights and Responsibilities of the Company

27.3.1 The Company through the Team Leader and/or Group Leader has the responsibility of ensuring employees observe the conditions of their employment contract.

27.3.2 Whenever an employee is in breach of these conditions the Team Leader and/or Group Leader has a responsibility to inform the employee of his/her shortcoming and to motivate him/her to change his/her behaviour. Where this does not have the desired effect the processes of the Corrective Guidance and Disciplinary Procedure should be applied.

27.3.3 When this is necessary the Team Leader and/or Group Leader is bound by certain responsibilities. These are:

- to undertake all disciplinary action in a timely and fair manner
- to ensure employees rights are observed in accordance with clause 27.2.1.
- to treat each case individually and on its merits
- to ensure all matters are properly documented

27.4. Role of Union Delegates

27.4.1 Union delegates play an important role in the process and are usually involved through the request of the employee concerned. When so requested they have clearly defined responsibilities, which are:

- to ensure employees rights are observed and the procedure is followed
- to speak on the employees behalf, if requested
- to assist in follow up counselling and monitoring (usually by arrangement with the Team Leader and/or Group Leader)

27.5. Steps

There are 5 steps within the disciplinary process ranging from counselling/verbal warning to termination of services/summary dismissal. The type of disciplinary action to be invoked will depend upon the severity or frequency of the alleged offence. The levels are:

i) COUNSELLING/VERBAL WARNING

This is the first step in the process and is a positive attempt to assist the employee in rectifying any minor performance problems, such as excessive absenteeism or poor time keeping. In this regard the Team Leader will constantly monitor the situation and if immediate improvement is not forthcoming will undertake follow up counselling.

ii) WRITTEN WARNING

This is undertaken when an employee has failed to improve following a counselling/verbal warning or when the alleged offence is of a serious nature. At this stage, a manager will issue the warning in the presence of the Team Leader and if requested the employees delegate.

iii) FINAL WARNING

This occurs when an employee has still failed to display the accepted level of performance or behaviour and the previous two steps in the process have been followed.

iv) DEMOTION OR SUSPENSION

This action is not mandatory and should only be used when, after investigation of a repeated serious offence or a series of minor offences, it is considered that summary dismissal might be too severe and that the employee deserves one final chance to rectify behavioural problems.

Demotion would normally be for 6 months at which time the situation would be reviewed.

Suspension would be between 1 to 5 days without pay.

This level should not be used for cases of very serious misconduct.

v) **TERMINATION OF EMPLOYMENT/SUMMARY DISMISSAL**

This action is the most serious available and should only be used

a) when all available levels of the process have been applied and no improvement has been forthcoming

or

b) when an offence is considered to be very serious misconduct.

Note: When a Union Delegate is accused of any alleged disciplinary offence his/her Union Organiser should be informed and if necessary be involved in the process.

27.6. Resignation in Lieu of Dismissal

Owing to the severe penalties and long term effects on employment opportunities resulting from dismissal there are occasions when an employee, guilty of misconduct and who would normally be dismissed, may as an alternative be allowed to resign with forfeiture of notice or payment in lieu. This option will depend upon both the circumstances of the offence and the employee's prior record with the Company.

27.7. Cases Which Involve Two or More Employees

Where it is alleged that two or more employees have committed the same or similar offence it is essential that each employee be given the opportunity to state his/her own case and for that purpose each employee should be interviewed separately.

27.8. Statute of Limitations

27.8.1 Minor Offences

If an employee maintains a clear record for a continuous period of six months from the date of the last offence, all previous minor offences will be deleted from his/her record for all purposes. In the case of attendance related offences the period will be 1 year.

27.8.2 Serious Offences

These will remain on an employee's record for 1 year after which time they will be deleted for all purposes provided the employee has a clear record over that period.

28. Average Pay

Average pay, will be calculated as follows:

At the end of each tax year the Pay Office will calculate the average weekly pay for that twelve months or part of it in the case of employees joining part way through the year - call that Figure A.

When the leave is taken, the year to date amount appearing on the computer payroll will be divided by the number of complete weeks worked at the time annual leave is to commence, giving the average weekly pay for the period from the beginning of that current tax year to the point when leave begins. Call that Figure B.

The figures A and B are added and averaged, to give "average pay".

29. Accident Make-Up Pay

The Company acknowledges the requirements of the *Workers Compensation Act* 1926 as amended by Act No. 124 - 1987, whereby a worker is entitled to be paid his/her current weekly rate in respect of absences totalling not more than 26 weeks in respect of any one injury and agrees that it shall make up an employee's pay to the current weekly rate for an additional 13 weeks (i.e. a total of 39 weeks at normal rate of pay).

The provisions of this clause will be subject to the following conditions:

- a) The injury must be accepted under the terms of the Workers' Compensation legislation.
- b) All absences must be covered by appropriate medical certification.
- c) "Current weekly wage" shall be taken to mean the employee's normal rate of wages for his/her normal job, i.e. not acting and not including any penalty or overtime rates.
- d) During the supplementary period of 13 weeks the employee will not be entitled to make-up pay in respect of any periods of paid annual leave, long service leave or Public Holiday.
- e) The Company will be entitled to a refund of any amounts paid under this clause when an employee is successful in a common law claim in relation to the injury.
- f) After 39 weeks' absence relating to any one injury, payment will revert to the Workers' Compensation rate applicable at the time as provided for in the legislation.
- g) The Company reserves the right to modify the scheme at any time after consultation with the Union.

30. Salary Sacrifice

By written mutual agreement between the individual employee and the Company, the employee may divert a portion of their wages to non-cash items.

For employees assessing this option the combined value of the adjusted/reduced wage and the non cash item(s) is equivalent to the employee's actual wage entitlement, and therefore the diversion of the wage to non cash item(s) shall not be interpreted as an underpayment of the employee's wage.

In the event of an employee utilising this option for the purpose of making superannuation contributions, the amount available will be subject to the contribution being tax deductible to the Company. Except where required by legislation, superannuation contributions made under this agreement can only be paid to the Goodman Fielder Superannuation Fund, or to the industry funds currently being used by employees

The written agreement shall clearly specify the proposed arrangements, including the agreed quantum value of any non wage item, the liability for taxation obligations and administration expenses (if any) which may arise from the arrangement, and the requirements for the termination of the arrangements.

The employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.

31. Personal Development and Performance Review System :

- 31.1 Individual teams and team members are required to participate in this system.
- 31.2 The system involves the process of setting team and individual objectives, measuring performance, analysing achievement and setting future performance improvement objectives. The system will ensure that teams and team members receive feedback, recognition, career opportunities and guidance necessary to satisfy personal and organisational goals.
- 31.3 The system will assist individuals and teams in focussing on what is required from them over a given period, and how they performed. Performance feedback can be obtained from:

Key Performance Indicators
Team member to team member
Team member to Team Leader
Team Leader to team member/s
Customer surveys
Benchmarking
Assessment against training manual assessments (This is to be used for training developmental purposes).

Key objectives of the system are :

Provide individuals and teams with key performance objectives.
Provide feedback to teams and individuals on performance.
Improve performance.
Promote good working relationships.
Identify areas for development and possible career paths.
Encourage teams and team members to find creative solutions to improve performance.
Identify and remove obstacles to company performance.
Clarify areas of responsibility and accountability.

- 31.4 Prior to the commencement of each review period, each team and team member will complete and agree on a personal performance plan with their Team Leader. This plan will include individual and team Key Performance objectives.
- 31.5 On completion of the review period, the team and team member together with their Team Leader will assess performance against the Key Performance objectives and develop an action plan to build on strengths and address areas for improvement and additional development.
- 31.6 A team member if not satisfied with the review conducted by his or her Team Leader may raise the matter with the Group Leader and involve the Union delegate.

32. Position Transfers:

- 32.1 If an employee applies for an advertised position on site and is successful in obtaining the position, then he or she shall transfer to the grading of that advertised position.
- 32.2 If an employee involuntarily transfers to a new position (i.e. through job redesign, EBA provisions etc) then the terms of the redundancy provisions apply, i.e. he or she will gradually move to the lower rate of pay by receiving 50% of wage rises as they occur.

33. Australian Workplace Agreements

The employer will not employ persons covered by this agreement, or employees who are eligible to be covered by this agreement under the terms of an Australian Workplace Agreement or any other form of Individual agreement before the expiry of this agreement.

34. Payment and Arrangements for Union Meetings

- 34.1. Payment will only be made for Company sanctioned meetings. Payment for attendance will be as follows:
- i) Company called meetings with a specified time limit. Payment for attendance will be as follows:
- a) If during rostered shift paid at normal rate
- b) If outside rostered shift paid overtime to comply with current EBA

- ii) Union called, Company sanctioned meetings with a specified time limit. Payment for attendance will be as follows:
 - a) If during rostered shift paid at normal rate
 - b) If outside rostered shift paid at normal rate.

34.2. Attendees, agenda, meeting start time and duration to be agreed with management before meeting.

34.3. Maximum of one (1) delegate per shift per department.

34.4. Gap between union meeting and normal shift will only be paid if work is carried out.

34.5. Preference is that meetings are to be held as close to changeover of shifts as possible.

34.6. Preference is that during the meeting the delegate's production roles will be covered by the shift and only bring in someone else when manning is an issue (at Team Leaders discretion).

ATTACHMENT NO. 1

WAGE SCHEDULE AND GRADING STRUCTURE

The weekly rates of pay for Production Operators are contained in the table below

TABLE 1.1

Classification	Current Weekly rate of pay	Weekly Rate as at 06/06/05
Level 1	794.33	826.10
Level 2a	948.22	986.15
Level 2b	967.46	1006.16
Level 2c	1024.78	1065.77
Level 3a	1073.92	1116.88
Level 3b	n/a	1220.88
Electrician	1001.22	1072.07
Instrument	1046.38	1119.03
Electronics	1157.05	1234.13
Electrical Instrument	1157.05	1234.13
Electronic Instrument	1269.01	1350.57
Meal Allowance	8.40	8.74
First Aid Allowance	12.16	12.65
Tool Allowance	14.52	15.10
Boiler Attendant Allowance	26.15	27.19
Casual Rate (base amount excl. casual loading and annual leave.)	573.26	596.19

From 6th June 2005 the company will pay a CPI increase of 2.2% plus a premium of 1.8% in return for agreement to the flexibility/ productivity issues agreed to in the course of the negotiations.

From 6th June 2006 the company will increase wages by the annualised ABS Sydney CPI number to March 2006 plus a premium of 1.8%.

From 6th June 2007 the company will increase wages by the annualised ABS Sydney CPI number to March 2007 plus a premium of 1.8%.

The above rates (excluding electrical trades) incorporate 20 hours of early start overtime per year.

The above 3b rate includes 15 minute handovers on Dayshift only.

Electrical License is included in the above weekly rates for Electrical staff.

ATTACHMENT NO. 2

CASUAL DEFINITIONS

Casual Work includes: Induction, Remelt, line 7/pallecon filling under supervision, Liquid Groceries line 3,4, Packing Room lines 2,3 benhils, yard based use of forklift associated with remelt etc. Cleaning winteriser, general cleaning spills etc, Liquid Groceries unjamming jars, depalletiser's etc, bleach addition to hoppers. Seasonal work in Liquid Groceries.

Where casuals are required to perform work of a nature which cannot be aligned to the above definition the rate of pay will be agreed between the Company and Union representatives. Where agreement cannot be reached the dispute settling procedure will be followed.

ATTACHMENT NO. 3

CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

	Level 1	Level 2a	Level 2b	Level 2c	Level 3a	Level 3b
Role	Operates equipment to basic operating standard:	Operates a series of plant / equipment:	Competently and independently operates a series of plant / equipment:	Technical expert in a series of plant / equipment and operating processes:	Coordinates manufacturing and logistics activity during scheduled production for whole plant:	Coordinates manufacturing activity during scheduled production for whole plant: and provides on-going leadership on the production team of greater than 10 Operators.
Role	<ul style="list-style-type: none"> Performs startups, run out, shutdown, clean, inspect, lubricate to standard and schedule Follows safe, efficient work practice Follows work instructions and standard work processes and protocols Reports on production outputs, quality, maintenance checks and audits for own work area and tasks Operate simple machine components requiring on/off operation and limited adjustment <p>Materials movement including operation of materials</p>	<ul style="list-style-type: none"> Performs set up, start ups, run out, shutdown, clean, inspect, lubricate to standard and schedule Responsibility for safe, efficient, reliable equipment Monitors quality and process performance, environmental and food safety compliance Takes corrective actions, and is responsible for quality of their own work Reports on production outputs, quality, maintenance checks and audits Performs basic changeover and dismantle, running adjustment Pick stock / Transfer products (including cycle counts and stocktake) 	<ul style="list-style-type: none"> Complete changeovers, sanitation, machine care, Preventative maintenance tasks Records all actions and activities using data entry, checksheets and other production recording methods Routine trouble shooting and fault finding 	<ul style="list-style-type: none"> Drive team performance to achieve targets, lead and coordinate work team Processing Changeover / handover Breakdown <p>Responsible for quality of their own work and / or the work of their team</p> <ul style="list-style-type: none"> High level process and technical understanding Fault finding skills and trouble shoot routine and identify non routine production, process and equipment reliability problems and corrective actions 	<ul style="list-style-type: none"> Oversee the set up an operation of an entire production system coordinating work, liaising with all levels of the company Trouble shoot take action and problem solve routine and non routine production , process, and equipment reliability matters Manufacture product to specification using formulae / procedures without supervision, and to production schedule Monitors quality and production data and 	<ul style="list-style-type: none"> Oversee the set up an operation of an entire production system coordinating work, liaising with all levels of the company Trouble shoot take action and problem solve routine and non routine production , process, and equipment reliability matters Manufacture product to specification using formulae / procedures without supervision, and to production schedule Develop review and report on shop floor targets Production,

	handling equipment			<ul style="list-style-type: none"> Product and process non-conformance issues Ensure raw material and services availability, reconciles usage Inducts, buddy trains and coaches in areas of their expertise Planned maintenance activities and Maintenance planning with R&M team Contributes to root cause analysis and process improvement 	<p>process capability for whole line, initiates and takes corrective actions</p> <ul style="list-style-type: none"> Reviews effectiveness of food safety, quality, safety, environment and maintenance plans <p>Leadership in setting up systems for new processes, product trials, monitor introduction of new processes</p> <ul style="list-style-type: none"> Operating principals for equipment Options for corrective action 	<p>quality and maintenance schedule</p> <ul style="list-style-type: none"> Monitors quality and production data and process capability for whole line, initiates and takes corrective actions Reviews effectiveness of food safety, quality, safety, environment and maintenance plans <p>Leadership in setting up systems for new processes, product trials, monitor introduction of new processes</p> <ul style="list-style-type: none"> Facilitate / lead teams and meetings Operating principals for equipment Options for corrective action
Liquid Groceries	<p>All listed below</p> <ul style="list-style-type: none"> Micro Production Basic Repetitive Tasks Line 2a Line 3 Line 4 	<p>To qualify for 2a Classification:</p> <p>All Level 1 plus one (1) of the below assessed skills</p> <ul style="list-style-type: none"> All Line 1 packing 	<p>To qualify for 2b Classification:</p> <p>2a plus one (1) of the below assessed skills:</p> <ul style="list-style-type: none"> Line 2b Processing BBQ 	<p>All of 2a and 2b plus all below</p> <ul style="list-style-type: none"> Liquid Groceries processing or packing line area leadership Plan and 	<p>All Lines plus mechanical, including changeovers for:</p> <p>White capper Videojets Jar cleaner</p>	<p>All Packing and Processing sections plus Liquid Groceries Area Leadership (packing and processing)></p>

	<ul style="list-style-type: none"> BIB Forklift Depalletiser 	<ul style="list-style-type: none"> All Lines 2a and 2b packing <p>Note: Recognised Qualifications credits to 2a.</p>	sauce/LSD <ul style="list-style-type: none"> Mayonnaise Processing 	execute, lead processing to meet weekly packing program		
Packing Room	Any 2 out of: Benhill Casepacker Palletiser (Line 2,3,5,6) Line 5 Line 7 (Pallecon)	Level 1 plus any 2 out of: Or recognised qualification Benhill Casepacker Palletiser (Line 2,3,5,6) Line 5 Line 7 (Pallecon)	All of 1 and 2a (i.e. 5 plants) plus: Dairy / Pumpable Line 6 Blending (Bake-off)	Level 2b, line leadership plus at least 2 out of: Line 2 and 3 Processing Line 5 Processing Line 7 Processing Line 6 BIB	All Lines plus mechanical, including changeovers for: Benhills Retail Casepackers L5 Carton Erector & Closer Razim, BIB packer. Videojets	All Lines plus leadership plus mechanical

Note the following applies to all areas above:

- When lines/equipment result in significant changes, a review of the Career Path for the Mascot site will be conducted between the company and employees, and where required, modified to reflect changes.
- After completing initial training to new classification as described above, back training of all skills in that new classification must be completed before achieving the next level classification. (ie for 2a all of level 1 plus all packing line 1 and all packing line 2a and 2b)
- After attaining a pay classification, it is compulsory to complete back training, ie if training is offered it must be accepted. If training is refused a classification review and appropriate disciplinary action may apply.

	Level 1	Level 2a	Level 2b	Level 2c	Level 3a
Refinery & factory services	ANY 2 OUT OF: Tanker Unloading Remelt Tanker Loading Bleacher Winteriser	LEVEL 1 PLUS ANY 3 OUT OF: OR RECOGNISED QUALIFICATION Tanker Unloading Remelt Tanker Loading Bleacher Winteriser	ANY 2 OUT OF: IE Tradewaste Short Mix Deodoriser Hydro Tanker Scheduling and Control	LEVEL 2B PLUS ANY 2 OUT OF: IE Tradewaste Short Mix Deodoriser Hydro Tanker Scheduling and Control	(Excluding Tanker Scheduling and Control))All Plants plus mechanical
Logistics	<ul style="list-style-type: none"> Perform materials movement, 	<ul style="list-style-type: none"> Performing general inquiries in 	<ul style="list-style-type: none"> Loading, Picking 	<ul style="list-style-type: none"> Checking loads/pallets, 	<ul style="list-style-type: none"> Checking retail consignments

- Forklift licence.
- General housekeeping,
- Operating manual handling equipment,

SAP,
 • Buddy train others,
 • Handling returned product,
 • Receiving of inward goods,
 Receiving, unloading & delivering stock to warehouse stock location

orders,
 • Completing pallet make up,
 • Count returnable packaging

- Checking & reconciliation to SAP (internal/external) customer orders.
- Stocktaking - packaging and finished goods ie MB51 report

ensuring customer specifications are met

- Identifying & receipting of product against documentation ensuring appropriate information is recorded (invoice, order quantity & batch),
- Stock management
- Ensure stock transfers carried out to agreed schedule.
- Training & assessing others on the job
- Control returnable packaging
- Create Production Orders for Bulk Deliveries
- Prepare pick slip for Bulk Deliveries
- Adjust Bulk Deliveries(Pick Slip/Production Order) as advised by Customer Service
- Liaise with Customer Service re Direct Deliveries/ Stock availability

				Monitor incoming deliveries	
Competency	<p>1. WI's for work area</p> <p>2. Carry out workplace calculations</p> <ul style="list-style-type: none"> Apply basic quality assurance, safe work, food safety and environmental practices Operation of basic machine and/or processing equipment. Communicate in the workplace Conduct minor routine preventative maintenance Work in teams to achieve designated tasks Manually clean and sanitise equipment <p>3. Other Relevant Specialist</p>	<p>1. WI's for work area</p> <p>2.</p> <ul style="list-style-type: none"> Conduct routine preventative maintenance Participate in teams Collect, apply and present workplace information Implement food safety plan Implement OH&S principles & procedures Implement Quality Assurance systems Implement environmental procedures Measure and calculate routine workplace data Operate a production process 	<p>1. WI's for work area</p> <p>2. Operation of a technically complex system</p> <ul style="list-style-type: none"> Diagnose and rectify faults Workplace Assessor Workplace Trainer Facilitate project teams Calculate and present statistical data Participate in a HACCP team Analyse and convey workplace information <p>3. Other Relevant specialist competencies e.g.</p> <ul style="list-style-type: none"> Boiler Ticket 		

	competencies e.g. <ul style="list-style-type: none"> • Carry out basic ingredients preparation • Dispense non-bulk ingredients • Pack product manually • Operate a Forklift 		
	Level 1	Level 2	Level 3
<p>4. Levels are cumulative. These means items that appear in a lower level are assumed at higher levels and are not repeated at every level.</p> <p>5. Competent operation includes competence in the relative work function, setup/monitoring/production changeover/running adjustments/shutdown of equipment, quality systems, safety systems, food safety systems, operational maintenance activities, recording procedures and requirements, equipment cleaning, housekeeping, troubleshooting and problem solving activities</p>			

CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

Level 1 Food Operative <ul style="list-style-type: none"> • Receives detailed instructions and performs routine tasks • Exercises minimal judgement and, is responsible for their own work • Works under supervision • Includes, but is not limited to, the following, Note: <i>Italic points are specific to logistics and bold applies to all areas</i>		
People	Process	Team Based Maintenance

<p>Safety</p> <ul style="list-style-type: none"> • Complies with safety legislation, site policy and procedure • Coaches others in correct safety behaviour i.e. reminding others to wear PPE • Comply to lockout / tagout procedures • Use PPE • Follow pedestrian walkways • Use chemicals safely and in accordance with work instructions • Use correct manual handling techniques • Perform basic safety walks <p>Communication</p> <ul style="list-style-type: none"> • Complete basic reports including housekeeping, maintenance work orders etc • Report pest sightings, safety incidents, etc • Reports on production output i.e. palletiser • Notify non-conformance • Operation of appropriate computer technology i.e scan and panel views <p>Teamwork</p> <ul style="list-style-type: none"> • Work effectively in a team / input to team • Understand safety, quality and wastage issues in relation to job role and report any non-conformances • Active participation in learning process 	<p>Equipment</p> <ul style="list-style-type: none"> • Pack product to specification • Store and use consumables correctly and safely • Clean residue/remove waste • Operate simple machine components requiring on/off operation and no or very limited adjustment • Perform basic changeover i.e. PR packaging change, palletiser code & L5 height change • Perform shutdown in an emergency • Achieve forklift licence and perform material movements. <p>Quality</p> <ul style="list-style-type: none"> • Identify & remove defective product to specification. • Identify & apply basic QC & QA including completing line check sheets, checking products/product colour/packaging against Work instructions i.e. margarine colour, code & weight • Checking date and dispatch codes <p>Environmental/Housekeeping</p> <ul style="list-style-type: none"> • Manually remove items of equipment for housekeeping i.e. Benhil parts for washing • Store housekeeping items • Undertake recycling of out of specification product, waste and scrap • Keep work area clean • Raw material management for end of run i.e returns 	<p>Reliability Maintenance</p> <ul style="list-style-type: none"> • Know isolation points of machine - compliance to lock out / tag out procedure • Follow shutdown process • Care and storage of change parts • Accessing equipment for Clean Up • Report machinery problems/faults
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CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

Level 2A Food Operative

- Performs a range of tasks within established routines, methods and procedures
- Exercises limited discretion and responsible for quality of their own work
- Works under general supervision
- Includes, but is not limited to, the following,

People

Process

Team Based Maintenance

<p>Communication</p> <ul style="list-style-type: none"> • Contribute to development of standard operating procedures • Maintain production records as required by work instructions • Generate standard reports i.e. quality • Generate non-standard reports eg. Report details of breakdowns and non-standard performance <p>Teamwork</p> <ul style="list-style-type: none"> • Identify individual and team roles and responsibilities • Initiate and actively contribute to team processes • Assess personal contribution to achieving team work responsibilities / goals • Identify personal development requirements • Apply problem solving skills in a team environment • Enable and maintain effective working relationship with peers and other work teams on site • Identify continuous improvement opportunities ie efficiency, OH&S, quality 	<p>Equipment/Process</p> <ul style="list-style-type: none"> • Full competence to operate one or more processes / lines as per skills matrix • Setting up, monitoring and adjusting the equipment / process in accordance with test results i.e. change Benhil fill for weights • Identify basic principles of equipment operation • Shutdown equipment in normal and emergency situations • Perform basic changeover using simple tools i.e PR casepacker "like for like" • Clean machinery and changeover parts • Trouble shoot routine production, process and equipment reliability problems • Perform product transfers ie oil pumping (Refinery) • Receiving unloading & delivering stock to warehouse stock locations. <p>Quality</p> <ul style="list-style-type: none"> • Complete basic quality non-conformance reporting i.e verbal • Conduct basic line tests e.g. check calibration of equipment- scales, metal detectors using basic testing equipment • Monitor temperature readings on controlled temp rooms. <p>Organisational/Planning</p> <ul style="list-style-type: none"> • Monitor consumable and raw material usage i.e. glue , stretchwrap • Monitor WIP levels (Ref) • Pick stock / transfer products (including returns, cycle counting and stocktake) i.e. PR stock movement person, LG f/l • Organise warehouse stock to date order and correct location <p>Environmental / Housekeeping</p> <ul style="list-style-type: none"> • Participate in GMP audits 	<p>Reliability Maintenance</p> <ul style="list-style-type: none"> • Complete routine preventative maintenance tasks ie. cleaning glue off machinery • Use of hand tools in preventative maintenance i.e. milk fitting spanners • Data collection & recording ie. Written or notifying others • Lubrication - greasing fixed points, spray lubes, refill of lube systems • Basic Trouble shooting and corrective action of equipment reliability • Minor operating adjustments i.e using basic tools such as wheels / handles • Basic dismantling and re-assembly of equipment for cleaning i.e. conveyors for PR BIB, LG CIP • Replacing consumable components i.e O rings, rubbers, filters
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CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

Level 2B Food Operative		
<ul style="list-style-type: none">• Perform a range of tasks across main streams• Performs wider range of tasks involving competencies beyond Level 2A• Exercises limited discretion and responsible for quality of their own work• Works under limited supervision• Includes, but is not limited to, the following,		
People	Process	Team Based Maintenance

<p>Safety</p> <ul style="list-style-type: none"> • Driver control certain locations/drop off zones. <p>Communication</p> <ul style="list-style-type: none"> • Report back in meetings <p>Teamwork</p> <ul style="list-style-type: none"> • Apply basic leadership skills to co-ordinate the work of lower levels • Build positive workplace relationships • Discuss issues with internal customers and suppliers • Support training delivery - coaching to employees i.e buddy training 	<p>Equipment/Process</p> <ul style="list-style-type: none"> • Knowledge of equipment operation and upstream and downstream ramifications of process/linkages • Finished goods <input type="checkbox"/> Load and unload vehicles, <input type="checkbox"/> Identify order to be loaded, <input type="checkbox"/> Determine what product first to be loaded (multi drop load), <input type="checkbox"/> Weight/product distribution within truck. • Picks and Putaways <input type="checkbox"/> Knowledge of racking layout and load limits, <input type="checkbox"/> Product knowledge - weight capacities, <input type="checkbox"/> Delivery instructions (eg pallets to Plant), <input type="checkbox"/> Part picking. • Warehouse Management Systems <input type="checkbox"/> Performs general enquiries in SAP eg. Stock overview (MMBE Screen) <p>Quality</p> <ul style="list-style-type: none"> • Perform quality tests, determine compliance to standard and report test results i.e. Refinery • Action 'holds' and initiate follow up (basic) • Participate in quality improvements e.g. consumer complaints reduction • Identify reasons for non compliance and report/take appropriate action <p>Environmental/Housekeeping</p> <ul style="list-style-type: none"> • Highlight areas for waste reduction and take action to reduce 	<p>Reliability Maintenance</p> <ul style="list-style-type: none"> • Breakdowns <input type="checkbox"/> Routine adjustments and repairs i.e tightening loose equipment <input type="checkbox"/> Accessing, cleaning & clearing blockages i.e. Dairy blockages • Highlight equipment reliability performance
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CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

<p>Level 2C Food Operative</p> <ul style="list-style-type: none"> • A more specialist function, exercising discretion within complex procedures, co-ordination and leadership of a work team or working individually • Responsible for quality of their own work and/or the work of their team • Works under minimal supervision • Includes, but is not limited to, the following, 		
<p>People</p>	<p>Process</p>	<p>Team Based Maintenance</p>

<p>Safety</p> <ul style="list-style-type: none"> Involvement in incident investigation / reporting <p>Communication</p> <ul style="list-style-type: none"> SAP transactions including partial confirmations <p>Teamwork</p> <ul style="list-style-type: none"> Co-ordinate the work of a work team / work area, including prioritising tasks and organising team activities Assist in on job assessment 	<p>Equipment/Process</p> <ul style="list-style-type: none"> Coordinate full changeover for all equipment Trouble shoot routine and identify non routine production, process and equipment reliability problems and take corrective action Performs full delivery process in SAP Logistic Level 3 coverage <input type="checkbox"/> Involvement in cycle counts <input type="checkbox"/> Involvement in stock take activities of returnable stock <p>Organisational/Planning</p> <ul style="list-style-type: none"> Assist in resolving stock reconciliation issues Schedule and coordinate internal deliveries Coordinate and monitor activity to achieve ATP / SFC targets 	<p>Reliability Maintenance</p> <ul style="list-style-type: none"> Responsible for ensuring that lubrication and cleaning timetable is adhered to Identify ineffective preventative maintenance Use of hand tools in preventative maintenance using the SAP PM system Operating adjustments whilst running using tools
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CLASSIFICATION STRUCTURE FOR FOOD AND WAREHOUSE OPERATIVES/LOGISTICS CO-ORDINATORS

<p>Level 3 Food Operative / Foodtrade and Level 3b Shift Leader</p> <ul style="list-style-type: none"> All three competencies of People, Process and Team Based Maintenance Includes, but is not limited to, the following, 		
<p>People</p>	<p>Process</p>	<p>Team Based Maintenance</p>

<p>Communication (Level 3b only)</p> <ul style="list-style-type: none"> Communicate business values/goals and objectives Organise orders through customer service <p>Teamwork (Level 3b only)</p> <ul style="list-style-type: none"> Contribute to continuous improvement of work practices within work area Lead and coordinate business improvement programs within team Coordinate and lead team meetings Provide backup and support to team leader <p>34.1. Training</p> <ul style="list-style-type: none"> Identify / address development requirements of self and others Coordinate training across lines, including development of training matrix and training plan to address gaps Conduct workplace assessments Check/oversee development of WI's/SOP's <p>Safety</p> <ul style="list-style-type: none"> Lead safety improvement programs across teams in accordance with identified safety objectives <p>Production Planning</p> <ul style="list-style-type: none"> Involved in re-prioritising production plan due to changes in raw materials/breakdowns problems 	<p>Equipment/Process</p> <ul style="list-style-type: none"> Oversee the set up and operation of an entire production system coordinating work, liaise with all levels of the company using a wide range of production and packaging equipment Manufacture product to spec using formulae/procedures without supervision Trouble shoot routine and non routine production, process and equipment reliability problems Participate in setting up systems for new processes/monitor introduction of new processes Knowledge of internal customer supply relationships, bills of materials, routers etc. Assist in assessing product recovery options Change advanced / complex process / plant conditions as required (may involve using PLC's) Audits accuracy of data input by others Reports on stock availability/inventory and reconciles discrepancies (MB51) Coordinate movement of vehicles, Coordinate outward loads and returns including time slots and checking paperwork, Contact QA regarding product clearances and C of A's. Coordinate returnable packaging Coordinate cycle count and stock take activities <p>Quality</p> <ul style="list-style-type: none"> Product testing procedures (additional to line / process operation) i.e. GC in Refinery, line swabs Troubleshoot inventory reconciliation HACCP - check cool room temperature and record results Contact QA on quality issues <p>Organisational/Planning</p> <ul style="list-style-type: none"> Understand budgeting Undertake advanced data entry e.g. Stock adjustment, complete closeout of SAP transaction Monitor and analyse and resolve ATP / SFC misses 	<p>Reliability Maintenance</p> <ul style="list-style-type: none"> Troubleshoot equipment reliability issues Undertake tasks in line with restricted electrical license Oversee implementation of equipment cleaning and maintenance programs Involvement in coordinating maintenance planning for major shutdowns with planning and engineering Coordinate the execution of preventative maintenance schedule Detect equipment fault, troubleshoot fault, replace, repair or report as necessary, test for safe operation Higher level of repairs or modification in line with skill level. May require the use of power tools. May include off-line repairs Operate Boiler
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ATTACHMENT NO. 4

CLASSIFICATION STRUCTURE FOR ELECTRICAL TRADESPERSONS

	Electrician	Instrument Tradesperson	Electronics Electrician	Electrical Instrument	Electronics Instrument
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	<p>Qualified and licensed Electrician/Electrical Mechanic/Electrical Fitter/Electrical Fitter Mechanic . Min AQF Certificate Level 3 , (or trained recognized prior learning) whose duties include:</p> <ul style="list-style-type: none"> a) Electrical Maintenance. b) Electrical fault finding. c) Electrical installation. d) Fabrication and erection of brackets associated with electrical installation work. e) Ensure documentation pertaining to work carried out by Electrician is kept up to date. 	<p>Qualified Instrument Tradesperson. Min AQF Certificate Level 3, (or trained recognized prior learning) whose duties include:</p> <ul style="list-style-type: none"> a) Maintenance of electronic and electro/pneumatic instruments. b) Calibration and repair of electronic and electro/pneumatic instruments. c) Fault finding of electronic and electro/pneumatic instruments. d) Installation of electronic and electro/pneumatic instruments. e) Modifications to plant to allow for non-identical spares to be installed. f) Liaise with electrical suppliers, machine and material manufacturers to optimise line performance. g) Liaise with engineers for plant modifications and improvements h) Liaise with external parties for upgrades or projects. i) Ensure documentation pertaining to work carried out by Instrument Tradesperson is kept up to date. 	<p>Industrial Electronics qualified Electrician. Min AQF Certificate Level 3, (or trained recognized prior learning) whose duties include:</p> <ul style="list-style-type: none"> a) Fault finding of electronic apparatus (E.g.: PLC input and output cards, electronic sensors and detectors). b) PLC code interrogation to determine defective field apparatus. c) Changing of PLC code data values. d) Maintenance of electronic apparatus. e) Installation of electronic apparatus. f) Modifications to plant to allow for non-identical spares to be installed. g) Liaise with electrical suppliers, machine and material manufacturers to optimise line performance. h) Liaise with engineers for plant modifications and improvements. i) Liaise with external parties for upgrades or projects. j) Ensure documentation pertaining to work carried out by Electronics Electrician is kept up to date. 	<p>Qualified and licensed Electrician/Electrical Mechanic/Electrical Fitter/Electrical Fitter Mechanic and Qualified Instrument Tradesperson. Min AQF Certificate Level 3 (or trained recognized prior learning). Combination of both the classifications of an Electrician and Instrument Tradesperson.</p>	<p>Industrial Electronics qualified Electrician and Qualified Instrument Tradesperson. Min AQF Certificate Level 3, (or trained recognized prior learning) Combination of both the classifications of an Electronics Electrician and Instrument Tradesperson.</p>
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GFCF Electrical Instrument Department

Leave Coverage

1. For any absence of the permanent day shift technician the shift will be covered by the remaining two technicians on dayshift.
2. For any absence of the day/afternoon shift technicians the rotating shift technicians will cover the shift.
3. For any absence of the rotating shift while on day or afternoon shift the day/afternoon shift technicians will cover the leave. For an absence greater than three night shifts, coverage will be by change of shift from any other shift. For absences of 3 nights or less, the uncovered 4 hours will be covered by overtime.
4. The above system allows for the coverage of shifts down to a manning level of 3 electrical technicians. If in the event that there are less than three GFCF electrical technicians available then a suitable contractor alternative can be arranged for the period of such absence.
5. For absences greater than 4 weeks, the parties will discuss options to cover absences to best enable continued delivery of business objectives.
6. The above system shows continual flexibility and facilitates exposure of all electrical technicians to all areas. This flexible approach to coverage of the plant will provide experienced plant coverage with minimum cost to the company.

GFCF Agreed Flexibilities

1. Co-ordination of high voltage shutdown work.
2. Co-ordination of PM's, priority and availability.
3. Co-ordination of NEC and Voicepoint, on site phone issues
4. Prioritisation of work
5. Co-ordination of site network and communication issues for IT.
6. Plant Improvement involvement i.e. Liaise with production members on process problems, Involvement in Plant Improvement Teams.
7. Co-ordination of Camellia site work.
8. Carry out role of Fire Warden
9. Organization of shift cover to meet production needs
10. Co-ordination of site Electrical contractors.
11. Co-ordination of general duties and operation of Electrical Department.
12. Accept new work and sign off as per Preventative Maintenance System
13. Issue of hot work permits
14. Carry out role of Weekend Duty Engineer (on a voluntary basis)
15. Co-ordination and completion of Hazardous Area work.
16. Implement modifications designed by Engineers.
17. Ensure CARE process is followed when Team/Shift Leader is unavailable (on a voluntary basis)

Attachment No 6

Agreed Flexibility

Team Leader Coverage: Level 3 operators will act as Team Leaders/Shift Leaders during short term absences (incl: Annual Leave up to 4 weeks) of the usual Team Leader/Shift Leaders. The Level 3's will be trained sufficiently so that they can do most of the critical functions of the role. They will be supported by other management resources. It is seen as a development opportunity for the Level 3 operators.

Coverage of QA Chemists Role: When the Refinery chemist is absent or on annual leave, properly trained operators will cover the necessary testing and reporting functions of the role. It is not intended to replace the chemist with operators.

Flavour Additives: Properly trained operators will cover the makeup of colour/flavour mixtures for the Packing Room. These operators will be given sufficient time off the line to perform the activities and given priority by Supervision.

SAP Transactions: As described in the Manufacturing Classification Structure, operators at various levels in the structure will be required to perform SAP transactions that are relevant to their role. They will be given training and will have sufficient time off the line to perform the transactions.

Changeover as per Career Path: As described in the Manufacturing Classification Structure, operators at various levels in the structure will be required to perform plant changeovers. They will be given training and will have sufficient time to perform the changeovers. Some of these activities have been performed by fitters in the past but most are currently being done by operators.

Interesterification plant: No operator is required on IE plant when the only task is to complete filtration of a batch (that has been started by the IE operator of the previous shift) by the following shift.

PV Testing: Retesting of deodorised oil after 48 hours storage will be the responsibility of Factory Services ordinarily and Refinery operators in an emergency.

Agreed to and signed:

THE AUSTRALIAN WORKERS' UNION, NEW SOUTH WALES

Signed by Date

THE ELECTRICAL TRADES UNION OF AUSTRALIA, NEW SOUTH WALES BRANCH

Signed by Date

GOODMAN FIELDER CONSUMER FOODS PTY LIMITED

Signed by Date

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