

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/262

TITLE: Meadow Lea Foods Limited - Mascot Production Agreement 2001

I.R.C. NO: IRC01/4737

DATE APPROVED/COMMENCEMENT: 3 August 2001/6 June 2001

TERM: 24 Months

**NEW AGREEMENT OR
VARIATION: New Replaces EA00/335**

GAZETTAL REFERENCE: 5 October 2001

DATE TERMINATED:

NUMBER OF PAGES: 29

**COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all wages employees
(Production and Maintenance) at the Mascot site of Meadow Lea Foods Limited**

**PARTIES: Meadow Lea Foods Limited -&- Electrical Trades Union of Australia, New South
Wales Branch and The Australian Workers' Union, New South Wales**



FILED
16 JUL 2001
OFFICE OF THE INDUSTRIAL
REGISTRAR

**MEADOW LEA FOODS LIMITED - MASCOT
PRODUCTION AGREEMENT 2001**

Regist.
Enterprise Agre
Industrial Registrar

Meadow Lea Foods Ltd

and

THE AWU/FIME

AMALGAMATED UNION

AWU-NSW BRANCH,

ETU of AUSTRALIA – NSW BRANCH

28 May 2001

ARRANGEMENT

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MEADOW LEA FOODS LIMITED - MASCOT PRODUCTION AGREEMENT 2001

An Agreement made this the first day of April 2001 and in pursuance of the New South Wales Industrial Relations Act 1996, as amended, between Meadow Lea Foods Limited, (hereinafter called the "Employer" or the "Company") of the one part and The AWU / FIME AMALGAMATED UNION AWU - Nsw South Wales Branch, The Electrical Trades Union (hereinafter called the "Unions") of the other part. This agreement shall be known as the - Meadow Lea Foods Limited - Mascot Production Agreement 2001

1. AREA, INCIDENCE AND DURATION

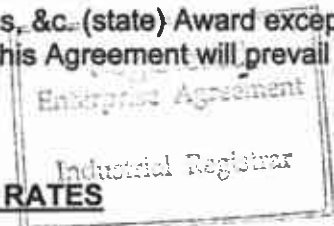
- 1.1. This Agreement applies to all employees of the Company, who are:
 - 1.1.1. members of the Union;
 - 1.1.1. employed at the Company's Mascot site;
 - 1.1.2. classified by one of the classifications listed in this Agreement.
- 1.2. This Agreement rescinds and replaces previous Agreements registered or otherwise made between the "Company" and the "Unions" insofar as the said Agreements apply to members of the Union parties to this Agreement at the site and insofar 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 2001 for a period of two 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 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.
- 3.5. An employee, as part of his/her contract of employment will work as directed to perform duties attached to his/her classification.

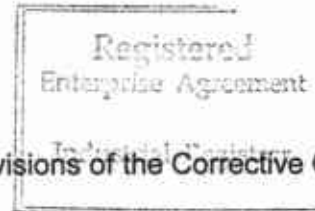


4. LABOUR FLEXIBILITY

- 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. TERMINATION OF EMPLOYMENT

- 5.1. Where employment is terminated for misconduct the provisions of the Corrective Guidance and Disciplinary Procedure will be followed.



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 30 will apply.

7. PAYMENT OF WAGES

- 7.1. The pay week will run from a.m. Wednesday to p.m. Tuesday. If there is a need to change this timing the Unions will be consulted.
- 7.2. Pay day will be Thursday. Pay will be made by E.F.T.
- 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.

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 any employer with the consent of the Unions concerned.

10. SHIFT WORK

- 10.1. All personnel will be deemed to 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 (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 two 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 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 1/2%

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

- Morning shift Nil
- Afternoon shift 18%

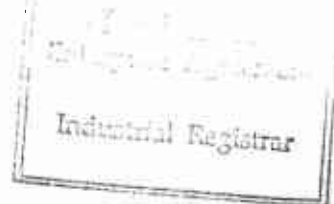
11.3. Where an employee works permanently on the same shift, shift allowances will be:

- Morning shift Nil
- Afternoon shift 20 1/2%
- Night shift 33 1/2%

11.4. Continuous shifts (seven days)

- a) Monday to Friday
 - Afternoon shift 18%
 - Night shift 23 1/2%
- 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 when that overtime exceeds 4 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. Where the needs of production in a department allow it, such a break will be taken at a set time each day, but, except that where the needs of production are such that a definite time cannot be set for tea break, a period of up to one hour will be set aside and such meal break will be taken within that one hour period.

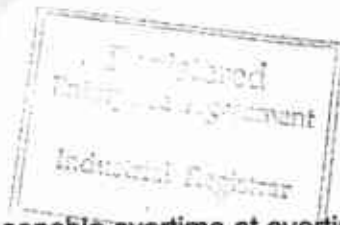
12.2. The times for meal breaks, having once been set, will not be changed without seven days notice.

12.3. Employees will not be required to work for more than five hours without a meal break.

- 12.4. 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.
- 12.5. 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.

13. OVERTIME

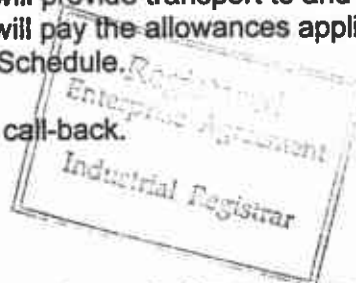
- 13.1. Overtime is defined as any work performed outside the agreed ordinary hours.
- 13.2. The following overtime rates will apply:
- a) Weekdays and Saturdays, which are not public holidays:
 - First hour: time and a half ordinary rates
 - Thereafter: double time
 - b) Sundays:
 - All hours: double 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.
- 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.



- 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 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 own transport will pay the allowances applicable to his 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 either:
- a) take a crib break of thirty (30) minutes after each four hours of overtime if the employee is to continue to work beyond such crib time.
 - or
 - b) take a ten (10) minute morning tea break during the first hour and one half and second hour and one half and a crib break of twenty minutes after each four hours of overtime. Both breaks are only to be taken if the employee is to continue to work beyond the crib break.
- 15.3. An employee working a double shift outside of weekends or public holidays to fill in for an absent employee 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 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 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 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 16.1 and 16.2. 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 and Picnic Days will be as detailed in the relevant (State) Awards or as mutually agreed between the Company and the Union. 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. 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 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 19.2.1

21. SICK LEAVE

21.1. Sick leave will be taken as provided for in the appropriate awards with the following provisions superseding award provisions.

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 should provide the Company with as much notice as possible before the absence, indicating the scheduled starting time, the reason for and the estimated duration of the absence.

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.

Sick calls received during business hours will be recorded by the Security staff.

- 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.

To be eligible for sick pay the following is requested:

1 day	Nil
2 days	Statutory Declaration
3 or more days	Medical Certificate

- 21.6. An attendance bonus will be paid each year which will be the equivalent of the balance of the unpaid sick leave at the employees last anniversary date to the maximum of the previous years' grant. Equivalent sick leave credits will be deducted from the sick leave balance.

- 21.7. 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.

- 21.8. On the death of an employee the attendance bonus in 20.6 will be paid to the employee's estate at the appropriate rate.

22. BEREAVEMENT LEAVE

- 22.1. Employees will be entitled to bereavement leave on each occasion and on production of satisfactory evidence of the death of relatives as follows:

- a) Grandparents, grandchild or parents-in-law:
maximum 2 days
- b) Father, mother, husband, wife, brother, sister, child or step child:
in Australia: maximum 3 days
outside Australia: maximum 4 days

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. PATERNITY LEAVE / ADOPTION LEAVE

- 23.1. Employees will be entitled to paternity 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

Department Manager
or if unresolved

New South Wales Personnel Manager
 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 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.

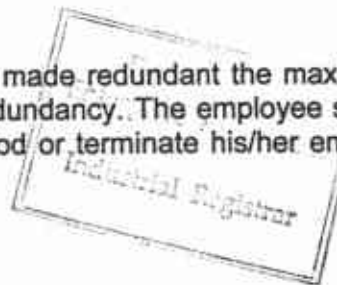
26.1.4. In any other circumstances if an employee is offered a job which gives a rate less than 90% of his/her existing ordinary rate he/she may elect to take redundancy pay in lieu.

26.1.5. If employees from Mascot site are offered employment within Goodman Fielder 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
- 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) The Company, will provide redundant employees with an exit medical examination.
- 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 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.

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 Manager 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 Manager 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 Manager 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 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 Manager)

27.5. Steps

27.5.1. 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 Union Organiser should be informed and if necessary be involved in the process.

27.6. Resignation in Lieu of Dismissal

27.6.1. 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

27.7.1. 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

28.1. 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

29.1. 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 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:

1. The injury must be accepted under the terms of the Workers' Compensation legislation.
2. All absences must be covered by appropriate medical certification.
3. "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.
4. 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.
5. 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.
6. 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.
7. 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 :

1. Individual teams and team members are required to participate in this system.

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.
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).
4. 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.
5. 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.

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.

A team member if not satisfied with the review conducted by his or her Team Leader may raise the matter with the Departmental Manager and involve the Union delegate.

32. POSITION TRANSFERS:

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.
2. If an employee involuntarily transfers to a new position (ie through job redesign, EBA provisions etc) then the terms of the redundancy provisions apply, ie he or she will gradually move to the lower rate of pay by receiving 50% of wage rises as they occur.

ATTACHMENT #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 30/5/01	Weekly Rate as at 30/5/02
Level 1	679	706.16	734.41
Level 2a	805	837.20	876.69
Level 2b	827	860.08	894.48
Level 2c	876	911.04	947.48
Foodtrade	918	954.72	992.91
Electrician	858.69	892.03	925.70
Instrument	896.37	931.21	967.45
Electronics	990.96	1029.59	1069.76
Electrical Instrument	990.96	1029.59	1069.76
Electronic Instrument	1086.68	1129.13	1173.28



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

Meal Allowance	\$ 7.66
First Aid Allowance	\$11.52 per week
Electrical Licence	\$25.25 per week included in above electrical rates
Boiler Attendant Allowance	\$24.77 per week

Casual Rates and Definitions

Casual Untrained	\$551 per week year 1 \$568 per week year 2
Casual Trained	\$663 per week year 1 \$683 per week year 2



Casual Untrained work includes: Induction, Remelt, line 7/pallecon filling under supervision, Liquid Groceries line 3,4, fixed term seasonals, Packing Room lines 2,3 benchs, yard based use of forklift associated with remelt etc. Cleaning winteriser, general cleaning spills etc, Liquid Groceries unjamming jars, depalletisers etc, bleach addition to hoppers.

Casual Trained includes anything higher than unskilled including leading hand work (operate or train), line 5 processing, deodoriser operation or training, specialist forklift operation.

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

Attachment 2

CLASSIFICATION STRUCTURE

Fats and Oils

Level 1*

- Undertake induction including basic Food Safety, Quality, OH&S, Communication.
- Materials movement including forklift operation, palletiser
- Repetitive line operation e.g. casepacker, palletisers
- Remelt operation, cleaning
- Winteriser press cleaning
- Tanker Loading and unloading

Level 2A*

In addition to Level 1 operate:

- Continuous bleaching
- Trade Waste
- Winterisation
- Packing Line operation including line set-up, changeovers, running adjustments

Level 2B*

In addition to level 2 operate:

- Interesterification
- Deodorisation
- Dairy/Pumpable

Level 2C*

In addition to level 2B

- Fractionation
- Hydrogenation
- Shortmix/Refining
- Product Processing:

This level includes the operation and troubleshooting of all processes and lines within the Fats and Oils department



Fats and Oils

Food Tradesperson*

Operate and troubleshoot across all processes, plus:

- Food trades skills (team based maintenance) or Logistics coordination.
- Lead Continuous improvement projects
- Boiler operation

Personnel at this level will need to demonstrate competence in the operation of a whole system (not just individual components) and diagnose and respond to product and process faults.

Non plant specific competencies include:

- Monitor implementation of OH&S System
- Monitor implementation of the Food Safety Plan
- Monitor the implementation of the Quality System
- Analyse and convey Workplace Information
- Diagnose and Respond to Product and Process Faults
- Facilitate Teams
- Participate in a HACCP Team
- Conduct workplace assessments
- Deliver training
- Operate a system (Edible Oils and Fats)



General Notes

*All personnel above Level 1 will need to demonstrate competency in:

- OH&S principles and procedures (basics covered at Level 1)
- Good Manufacturing Practice (basics covered at Level 1)
- Food Safety (basics covered at Level 1)
- Quality at Source (basics covered at Level 1)
- Collect, present and apply workplace information (including computerised data entry and extraction)
- Participate in Teams
- Conduct preventative routine maintenance
- Conduct changeovers
- Undertake troubleshooting

33. Liquid Groceries

33.1. Level 1*

- Undertake induction including basic Food Safety, Quality, OH&S and Communication
- Operate simple, repetitive tasks involved in line operation
- Materials movement including operation of forklifts, drum lifter equipment
- Micro Room
- Cleaning
- Tanker Unloading eg Sugar

33.2. Level 2A*

In addition to Level 1, operate:

- All components on Packing Line including Changeovers
- Pick Stock / Transfer Products (including cycle counts and stocktakes)

33.3. Level 2B*

In addition to Level 2A, operate:

- Triblender and G&A
- Koruma
- Ystral and BBQ Sauce Heat Exchanger
- Vinegar Operations
- Black Sauce Processing

33.4. Level 2C*

In addition to Level 2B, operate:

- Trade Waste
- Responsible for Reconciliation of Raw Materials and Stock Counts
- Plan and Execute Processing to meet weekly packing program



34. Liquid Groceries

34.1. Food Tradesperson[†]

Operate and Troubleshoot across all processes, plus:

- Food Trade Skills (team based maintenance)
- Lead Continuous Improvement Projects
- Boiler Operation

Personnel at this level will need to demonstrate competence in the operation of a whole system (not just individual components) and diagnose and respond to product and process faults

Non-Plant Specific Competencies include:

- Monitor the implementation of OH&S
- Monitor the implementation of the food safety plan
- Monitor the implementation of the quality system
- Analyse and convey workplace information
- Operate a System (Edible Oils and Fats)
- Diagnose and respond to product and process faults
- Facilitate teams
- Participate in a HACCP team
- Deliver training
- Conduct workplace assessments



General Notes

[†]All personnel above Level 1 will need to demonstrate competency in:

- OH&S principles and procedures (basics covered at Level 1)
- Good Manufacturing Practice (basics covered at Level 1)
- Food Safety (basics covered at Level 1)
- Quality at Source (basics covered at Level 1)
- Collect, present and apply workplace information (including computerised data entry and extraction)
- Participate in Teams
- Conduct preventative routine maintenance
- Conduct changeovers
- Undertake troubleshooting

The "Competency Based Classification Level Descriptors" on the following pages provide additional details on the expectations at each classification level for Jobs or Tasks.

Competency Based Classification Level Descriptors

The following descriptors provide a general guide to the nature of work performed at each classification level. To align at a given level, a person must meet the expectations of the total job role.

At level 1 assessment of simple machine components is based on demonstration of the operating procedure. This does not result in achievement of a specific unit of competence.

Job/Task Attribute	1 Base operator	2A Process Operator	2B / 2C Process Operator	3 Food Trades
Equipment/ Process/ complexity	Operate simple machine components requiring on/off operation and no or very limited adjustment Materials movement including operation of materials handling equipment eg forklift, palletiser, etc Manual tasks such as packing/cleaning	Full competence to operate one or more lines/processes. Process/line operation typically requires setting, monitoring and adjusting the equipment/process Full competence is detailed by relevant assessment tools	Operate all and troubleshoot most equipment in the work area and/or across work areas within the Packing room /Refinery or Liquid Groceries.	Fully competent in all line/process operation Troubleshoot across lines/processes Or Competent at level 2 plus selected team leader competencies
Level of supervision/ Decision making	Follow direct instructions Decide between given answers/options	Follow detailed instructions/procedures requiring some interpretation Make decisions on routine problems/situations Evaluate and choose between defined options to determine appropriate solution/action		Work within broad guidelines Exercise judgement to respond to complex, non-routine situations Select and use structured decision-making tools to reach decisions Accept accountability for results



Job/Task Attribute	1 Base operator	2A Process Operator	2B / 2C Process Operator	3 Food Trades
Mechanical aptitude	<p>Identify and report non-standard performance</p> <p>Undertake minor adjustments and/or routine maintenance tasks within detailed procedures</p>	<p>Carry out maintenance tasks as defined in assessments for relevant lines/processes eg line changeovers, lubrication, line adjustments</p>		<p>Monitor equipment condition/maintenance requirements to optimise line performance</p> <p>Liaise with maintenance to provide advice on equipment performance</p>
Process knowledge/ Quality issues	<p>Product awareness</p> <p>Understand and apply Quality standards related to own work responsibilities Eg GMP principles, specific product requirements</p>	<p>Understand impact of variation in ingredients/product and/or process on upstream/downstream processes on own work</p> <p>Detailed understanding of quality requirements</p> <p>Conduct tests as required by assessments for relevant lines/processes</p> <p>Use test results to determine process adjustments required in order to meet quality standards</p> <p>Report out-of-specification or unacceptable performance and follow defined corrective action procedure</p>		<p>Understand impact of variation in upstream/downstream processes on work area</p> <p>Knowledge of product/ingredient reactions/interactions</p> <p>Assess product recovery options</p> <p>Product testing procedures (additional to line/process operation)</p> <p>Contribute to continuous improvement of work practices within work area</p>
Record keeping	<p>Simple, manual recording functions</p>	<p>Maintain production records as required by work responsibilities. This typically involves use of log sheets, keyboard and SAP or similar program</p> <p>Generate standard reports</p> <p>Generate non-standard reports eg. Report details of breakdowns, non-standard performance and complete CARs</p> <p>Apply data analysis tools, for example construct graph to monitor trends</p>		<p>Select and apply data to work requirements</p> <p>Run data queries using SAP</p> <p>Measure/analyse performance</p> <p>Prepare/present detailed reports/information</p> <p>Participate in maintaining workplace documents, eg SOPs</p>
Teams	<p>Attend and participate in team meetings</p> <p>Identify personal role and responsibilities within the team</p>	<p>Identify individual & team roles and responsibilities</p> <p>Initiate and actively contribute to team processes</p> <p>Assess personal contribution to achieving team work responsibilities/goals</p> <p>Identify personal development requirements</p> <p>Apply problem solving skills in a team environment</p>		<p>Facilitate/lead groups</p> <p>Identify/address development requirements of self and others</p>

Job/Task Attribute	1 Base operator	2A Process Operator	2B / 2C Process Operator	3 Food Trades
Relationship building	Establish and maintain effective working relationship with peers	Establish and maintain effective working relationship with peers & other work teams on Site		Build and maintain effective working relationships with own and other work teams/individuals Represent intra/inter team issues
Systems management	Comply with elements of workplace systems	Understand and comply with workplace system requirements. Know where to gain information relating to system.		Understand and implement workplace system requirements eg preventative maintenance. Know where to gain information relating to systems.



Agreed to and signed:

AUSTRALIAN WORKERS UNION

Signed by	Date
<u>[Signature]</u>	<u>28.05.01</u>
<u>R. K. Kollin</u>	<u>7. 6. 01</u>
_____	_____
_____	_____

ELECTRICAL TRADES UNION

Signed by	Date
<u>K. McDougall</u>	<u>28/05/01</u>
<u>R. Ph</u>	<u>26.6.01</u>
_____	_____
_____	_____

MEADOW LEA FOODS

Signed by	Date
<u>[Signature]</u>	<u>28/5/01</u>
<u>[Signature]</u>	<u>28.5. 01</u>
_____	_____
_____	_____

