

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/274

TITLE: **Cereform Enterprise Agreement (NSW) 2005**

I.R.C. NO: IRC5/4509

DATE APPROVED/COMMENCEMENT: 9 September 2005 / 22 July 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA04/319.

GAZETTAL REFERENCE: 21 October 2005

DATE TERMINATED:

NUMBER OF PAGES: 16

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Cereform, located at 74-76 Redfern Street, Wetherill Park, NSW, 2164, employed in or in connection with the production activities at this sit, whose duties and skills are described by the classification structure set out in Appendix A, who fall within the coverage of the Starch Manufacturers, &c. (State) Award and the Metal, Engineering and Associated Industries (State) Award.

PARTIES: Cereform -&- the National Union of Workers, New South Wales Branch

CEREFORM ENTERPRISE AGREEMENT (NSW) 2005

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1. Title

The Agreement shall be referred to as the Cereform Enterprise Agreement (NSW) 2005 (the "Agreement").

2. Arrangement

Clause No. Subject Matter

3. Application of the Agreement
4. Parties Bound
5. Period of Operation
6. Relationship to Parent Award and Previous Enterprise Agreement

7. Aims and Objectives
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3. Application of the Agreement

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

4. Parties Bound

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

The Agreement shall be registered in the Industrial Relations Commission of NSW, pursuant to the provisions of the *Industrial Relations Act 1996*.

5. Period of Operation

The Agreement shall operate on and from the 22nd July 2005 and shall remain in force for a period of two (2) years until 21st July 2007.

6. Relationship to Parent Awards and Previous Enterprise Agreement

- 6.1 This Agreement shall be read and interpreted in conjunction with the Starch Manufacturers (State) Award and the Metal Engineering and Associated Industries (State) Award provided that where there is any inconsistency between the terms of either of the Awards and the Agreement the Agreement shall take precedence over the Award to the extent of the inconsistency.
- 6.2 The Agreement replaces and rescinds the previous Enterprise Agreement that operated at the Company, being the Cereform Enterprise Agreement 2004 and its predecessors being the Cereform Enterprise Agreement 1996 Cereform Enterprise Agreement 1998, the Cereform Enterprise Agreement 2000, and the Cereform Enterprise Agreement 2002. However, any measures to increase productivity and efficiency at the site resulting from the application of the terms of any of the previous Enterprise Agreements shall continue to operate under the Agreement, unless altered by agreement of the parties in accordance with the provisions of the Agreement.

7. Aims and Objectives

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

7.1 Business Effectiveness

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

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

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

7.2 Effective Workplace Communication

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

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

7.3 Safety

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

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

7.4 Production, Quality and Services Excellence

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

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

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

7.5 Maintaining ISO9001 and HACCP Accreditation

Employees will positively and actively adopt work practices that will assist Cereform in maintaining accreditation to ISO9001:2000, HACCP and WQA. and to build on this through continuous improvement and GMP.

7.6 Training

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

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

7.7 Housekeeping

Housekeeping objectives are based on industry standards, and are set by Management in consultation with the HACCP Team. Inspections will be carried out on a regular basis by the HACCP Team.

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

- (a) Maintenance of levels of general cleanliness as indicated by Good Manufacturing Practice (GMP), ISO9001:2000, HACCP and WQA to ensure our Food Quality and Food Safety accreditation.
- (b) Ensuring equipment is maintained, used and cleaned in accordance with the above.

8. Workplace Consultation and Work Practice Change

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

8.1 Workplace Consultative Committee

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

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

8.2 Workplace Flexibility and Changes to Work Practices

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

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

8.3 Flexible Application of Existing Provisions

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

- (b) If a proposed change effects more than a small number of employees or, in any case, if the proposed change is in relation to a matter that the WCC regards as appropriate for it to deal with, then agreement on the issue will be reached through the consultative processes of the WCC. The agreed change shall then be appropriately recorded and implemented. The Company recognizes that any member of the WCC may seek the Union's advice and assistance on the matters under consideration.
- (c) These procedures will ensure that the work practice arrangements at the site will be implemented in a way that best suits the parties directly affected.
- (d) Any agreement reached shall not adversely affect the health and safety of the employees within the meaning of the state legislation.

8.4 Changes to Existing Conditions Requiring NSWIRC Approval

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

- (i) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
- (ii) A vote will then be conducted on the issue. Where agreement is genuinely reached with the majority of employees concerned the agreed arrangement shall be committed to writing.
- (iii) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the WCC to the State Secretary of the relevant Union.
- (iv) The Union shall not unreasonably withhold consent to the arrangements agreed upon.
- (v) If no party objects to the arrangement, then a consent application shall be made to the IRC to have the arrangement approved in accordance with the requirements of the Act.

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

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

9. Unentitled Sick Leave

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

10. Application of Classification Structure

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

- 10.1 The Company has developed a "teams" style grouping arrangement of employees that recognises the number of employees at each skill level required in the various operational sections of the business.

- 10.2 The Company expects that its "teams" style grouping of employees be recognised. It is expected that in time the number of employees appointed to a particular level will match the number of positions available at that level.
- 10.3 The structure/composition of the "teams" style groupings may be changed for operational reasons after consultation with the Workplace Consultative Committee.
- 10.4 From the date of installation of this Agreement, no further upgrades in Levels will occur unless there is a need within the enterprise for that particular level of skill. This will mean that existing classifications will stand, and the status quo will remain until such times as a vacancy is determined by the Company in a particular skill area. This does not apply to those individuals previously agreed as eligible for upgrade assessment at the time of commencement of the Agreement.
- 10.5 During the transition to this being achieved, some employees may be appointed to lower positions than their current level. Where this occurs, an employee's rate of pay will remain unchanged.
- 10.6 This does not exclude persons from undergoing training and experience in fields other than their current function, and is in fact encouraged and will be supported by the Company. This will prepare individuals for upgrade assessment in the event of a specific vacancy, without undue delay. Upgrades will be determined only in accordance to the breadth of skills and overall performance of an employee.
- 10.7 Additional module training may be available to an employee in accordance with the provisions of Clause 7.6 (b).
- 10.8 Comparable Skills/Job Vacancies
- (a) Persons holding alternative comparable skills may enter the Company's workforce through the normal course of commercial events such as business acquisition, merger, takeover, or through appointment.
- (b) The Company undertakes that internal applicants will be considered for vacant positions before recruiting outside the business.

11. Preference for Permanent Employees to Relieve

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

12. Wage Adjustments

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

- 12.1 The first increase of 4% will be effective from the first full pay period on or after 22nd July 2005.
- 12.2 The second increase of 4% will be effective from the first full pay period on or after 22 July 2006.
- 12.3 During the life of the Agreement employees are not entitled to receive any wage increases other than those mentioned in the Agreement. This will include absorption of State Wage Increases.

13. Allowances

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

Allowance Description	As from First 4% increment \$	As from Second 4% increment \$
Permanent Night Shift	192.10 per week	199.75 per week

Permanent Afternoon Shift	127.65 per week	132.75 per week
Rotating Shift Allowance	94.85 per week	98.65 per week
Day Work	21.30 per week	22.20 per week
Chemical	10.10 per week	10.50 per week

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

14. Agency/Company Casual Employees

- 14.1 Agency supplied casual labour and Company casual employees will be paid according to site EBA rates, plus:

A casual loading of 12.5% in addition to the normal rate

1/12TH of the employee's ordinary time earnings in lieu of Annual Leave

- 14.2 Agency supplied labour and/or Company casual employees will be offered permanent employment after a period of six (6) months continuous service providing a full time position is available at their skill level. The Company will only be required to make this offer once, and if the offer is declined the Company will not be required to make any further offer.

15. Anti-Discrimination

The parties to this Agreement agree that:

- 15.1 It is their intention to achieve the principal object in Section 3 (f) of the *Industrial Relations Act 1996*, which is to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- 15.2 Any dispute concerning these provisions and their operation may be progressed initially under the dispute resolution procedure in the Agreement; and
- 15.3 Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.
- 15.4 Nothing in these provisions prohibits, subject to the relevant provisions in the Act, any discriminatory conduct (or conduct having a discriminatory effect) that is allowed by the relevant legislation.

16. Superannuation

- 16.1 Each employee shall have the right to choose which of the eligible superannuation funds shall be used for the purpose of receiving the Company's superannuation contribution for that employee as prescribed by the Commonwealth Superannuation Guarantee legislation.
- 16.2 An employee is entitled to make a choice of fund not more often than once in each financial year.
- 16.3 Eligible Superannuation Funds shall mean the Russell Super Solution Master Trust GWF Retirement Plan, the Labour Union Co-operative Retirement Fund (LUCRF), or any other statutorily complying fund of the employee's choice.

17. Redundancy

Where an employee is terminated and made redundant, the following provisions shall apply:

17.1 Notice of Termination

Employees with less than 12 months service	1 week's notice
Employees with more than 12 months service who are under 45 years of age	4 week's notice
Employees with more than 12 months service who are over 45 years of age	5 week's notice

Notice or payment in lieu of notice, or a combination of both may be provided.

17.2 Severance/Redundancy Payments

Three (3) weeks ordinary pay for each completed year of service.

The maximum payment an employee may receive as severance/redundancy payments and/or payment in lieu of the prescribed period of notice of termination shall be sixty five (65) weeks ordinary pay.

17.3 Criteria for the Selection of Redundant Employees

Employees who are to be made redundant shall be selected on the basis of competency and skill, i.e. in recognition of the need for the Company to retain the most competent, skilled and productive employee.

18. Public Holidays

A weekly employee shall be entitled to the following Public Holidays on the following days without a loss of ordinary pay:

New Year's Day
Australia Day
Good Friday
Easter Saturday
Easter Monday
Anzac Day
Queen's Birthday
Eight Hours' or Labour Day
Union Picnic day

Note: Union Picnic Day shall be observed for financial members of the Union on the last Monday in October each year.

18.1 Additional Public Holiday

Where an additional Public Holiday is declared or prescribed to apply throughout a State on a day other than those referred to above, then that day shall constitute an additional Public Holiday.

18.2 Public Holiday Replaced by Another Day

Where any one of the aforesaid Public Holidays is replaced (or renamed), the replacement day shall be observed as the holiday instead of the original day.

18.3 Substitution of Public Holidays by Agreement

- (a) The Company and the Employees may agree to substitute another day for any of the holidays prescribed in this clause. For this purpose, the consent of the majority of affected employees shall constitute an agreement.
- (b) The Company and an individual employee may agree to the employee taking another day as the Public Holiday in lieu of the day which is being observed as the Public Holiday.
- (c) Agreement to substitute a day should be recorded in writing.

18.4 Duration of and Payment for Public Holidays

- (a) Each Public Holiday shall be of 24 hours duration and shall commence on the day of the Public Holiday at 7.00 a.m. or whatever is the normal time of starting the day shift and shall end at the same time the following day. Time worked between midnight and such normal starting time on the day of the Public Holiday shall not be paid at holiday rates.
- (b) Any work performed on a Public Holiday shall be paid for at the rate of double time and a half, except for work on Good Friday or Christmas Day which shall be paid at the rate of triple time. These rates shall include the ordinary pay the employee would have otherwise received for not working on the Public Holiday.

18.5 Absences Before or After a Public Holiday

Where an employee is absent from employment on the working day before or the working day after a Public Holiday without reasonable excuse or without the consent of the Employer, the employee shall not be entitled to payment for such Public Holiday.

18.6 Termination Immediately Before a Public Holiday

In the case of an employee who, through no fault of the employee, is discharged within two (2) weeks before any Public Holiday or Holidays and re-engaged within one (1) week after such Public Holiday or Holidays, or is discharged within one (1) week before any Public Holiday or Holidays and re-engaged within two (2) weeks after such Public Holiday or Holidays, such employee shall be entitled to payment for such Public Holiday or Holidays.

19. Disciplinary Procedure

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

Disciplinary Procedure Relating to Poor Work Performance or Unsatisfactory Conduct.

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

Unacceptable work quality

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

Wilfully failing to abide by reasonable and lawful directions.

Unauthorised absences from work or excessive sick leave absence.

Disregard of a safety requirement.

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

Wilful damage to or theft of Company property.

Deliberate actions that threaten product safety.

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

Excessive absenteeism.

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

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

19.2 Interview Process

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

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

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

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

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

Date and time of the interview.

Signature of the parties present at the interview.

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

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

19.2.1 Discipline

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

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

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

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

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

Relocation in the work place;
Restriction of Privileges;
Admonishments recorded on the employee's personal file.

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

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

19.3 Dismissal

19.3.1 Dismissal Following Disciplinary Procedure

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

19.3.2 Instant Dismissal

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

In such circumstances the following procedure should be followed:

An investigation should be conducted to establish the facts.

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

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

20. Grievance and Avoidance of Dispute Procedure

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

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

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

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

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

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

- 20.2 The over-riding principle is that all parties will be committed to resolving the matter as soon as possible.
- 20.3 It is agreed by the parties that the status quo will remain while this process is taking place. Status quo shall mean the situation existing immediately prior to the dispute or matter giving rise to the dispute.

21. No Extra Claims

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

22. Union Recognition/Delegates Release

- 22.1 As part of this Agreement the Company recognises the role of the Union and its right to represent employees.
- 22.2 To this end the Company will ensure that each new employee is introduced to the site Union delegate as part of the site induction process.
- 22.3 At the written instruction of an employee the Company will arrange for the deduction of Union membership dues from the employee's wages and the forwarding of the amount to the Union.
- 22.4 Where business permits, Delegates and/or co-Delegates will be released without loss of ordinary pay to attend official delegates' meetings or training, on the following conditions

leave will be available to the site Delegate and/or co-Delegate, but not more than 2 persons shall be released on leave at any one time.

the Company should be given prior written notice of the request for attendance from the Secretary of the Union, outlining the time, location and subject matter of the meeting or training.

a minimum period of 2 weeks notice should be provided.

23. Transmission of Business

- 23.1 For the purposes of this Agreement, where the business is transmitted from the Employer (in this clause called the transmitter) and a weekly employee who at the time of such transmission was an employee of the transmitter in that business, becomes an employee of the transmittee, then:

the employee shall continue to be employed in accordance with the terms of this Agreement.

the continuity of the service of the Employee shall be deemed not to have been broken by the transmission.

the period of service which the Employee has had with the transmitter or prior transmitter shall be deemed to be service of the Employee with the transmittee.

an Employee whose service is deemed to be continuous under this clause shall not have an entitlement to either severance pay or redundancy entitlements as a consequence of the transmission of the business.

In this clause, "business" includes trade, process, business or occupation and includes part of any such business, and transmission includes the sale, transfer, conveyance, assignment or succession whether by agreement or by operation of law, and "transmitted" has a corresponding meaning.

- 23.2 An employee shall not have an entitlement to either severance pay or redundancy entitlements where an employee rejects an offer of continued employment with the transmittee in accordance with the above provisions.

24. Monitoring and Renewal of Agreement

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

25. Not to Be Used as a Precedent

This Agreement shall not be used in any manner to obtain similar arrangements or benefits in any other plant or enterprise either within or outside of the Company.

26. Endorsement of Agreement

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

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

Patrick Eustace
Group General Manager

Signed on the 22 day of August 2005

AGREEMENT OF MAINTENANCE EMPLOYEE

Ray Markham
Maintenance Supervisor

Signed on the 22 day of August 2005

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

Derrick Belan
Secretary - NSW Branch

Signed on the 29 day of August, 2005

APPENDIX 1

CEREFORM EMPLOYEE CLASSIFICATION SYSTEM

1. Classification Definitions

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

1.1 Operative - Grade 1

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

1.2 Operative - Grade 2

As with Grade 1.

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

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

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

1.3 Senior Operative

As with Grade 2, with basic Supervision training.

Possesses a First Aid Certificate.

Is eligible for process skill modules from Table 2.6.

Able to undertake basic mechanical maintenance on process equipment; or

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

1.4 Team Leader

As with Senior Operative, with advanced supervision training.

Has achieved all six (6) core competencies and is eligible for process skill modules from Table 2.6.

Able to supervise the operation and personnel on all mixers.

Able to handle all recording processes and label printing; or

Capable of fulfilling all functions in a warehouse situation.

1.5 Section Supervisor

As with Leading Hand, with training in frontline management.

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

Able to train operative personnel; or

Able to run the total operations of a warehouse situation.

1.6 Maintenance Supervisor

Possesses relevant trade qualification.

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

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

Able to formulate basic planning and upgrading processes.

Able to supervise associated staff from time to time.

Classification	As from First 4% Increment Hourly Rate \$	As from Second 4% Increment Hourly Rate \$
Operative - Grade 1	17.15	17.85
Operative - Grade 2	18.25	19.00

Senior Operative	19.15	19.90
Team Leader	20.70	21.50
Section Supervisor	22.35	23.25
Maintenance Supervisor	24.40	25.35

2. Process Skill Modules

- 2.1 The Company undertakes to provide the earliest opportunity, where practical, for persons to gain exposure to the various sections covered by the module system. Basic eligibility for module achievement will be after attainment of Operative - Grade 2 status.
- 2.2 A Skills Module Register will be developed during the implementation of the Agreement. Employees will be encouraged to use the register and in doing so, indicate which additional skills modules they are interested in achieving. The Register will be used by the Company to select employees when the need for training employees in an additional skills module arises. The register will be reviewed and maintained by the Workplace Consultative Committee. Training will be provided when the need for increased skills are identified by the Company and subject to training being able to be provided.
- 2.3 The current modules are:

Microniser

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

Soy Plant

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

Oil Products

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

Warehouse

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

Pre batch

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

Grain Blender

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

Confined Space

Achievement of the formal certification training.

- 2.4 The introduction of new technologies will vary this listing by agreement.
- 2.5 The achievement of each module will attract a permanent addition to the hourly rate, commencing from an increment of \$0.25 per module.
- 2.6 Where the Company discontinues the use of particular equipment or of a particular section where the skills modules as described in 2 above are applicable the employee will continue to receive payment for the skills modules previously gained.
- 2.7 Process Skill Modules

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