

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/203

TITLE: Allgold Foods Pty Ltd/Nanda Pasta Company Pty Ltd Enterprise Agreement, No.3, 2001

I.R.C. NO: IRC02/2370

DATE APPROVED/COMMENCEMENT: 31 May 2002/1 July 2001

TERM: 1 July 2003

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA97/184

GAZETTAL REFERENCE: 28 June 2002

DATE TERMINATED:

NUMBER OF PAGES: 25

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to packers, forklift drivers, assistant millers, millers, coating operators, extruder operators, electricians, engineering tradespersons, fitters' assistants, fitters, machine operators and food process workers employed at Murrumbidgee Road, Stanbridge.

PARTIES: Allgold Foods Pty Ltd / Nanda Pasta Company Pty Ltd -&- National Union of Workers, New South Wales Branch



Allgold Foods Pty Ltd

Nanda Pasta Company Pty Ltd

Enterprise Agreement

2001



*Approved
Ashley J.
3/10/01*

1. TITLE OF AGREEMENT

This agreement shall be known as the Allgold Foods Pty Ltd/Nanda Pasta Company Pty Ltd **Enterprise Agreement, No. 3, 2001.**

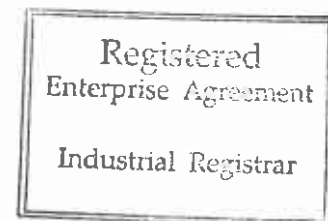
2. ARRANGEMENT

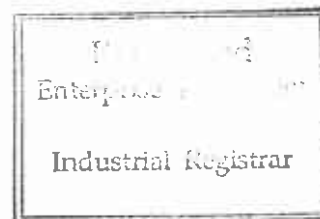
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3. APPLICATION OF AGREEMENT

3.1 The Enterprise

The enterprise for which this agreement was made is Allgold Foods Pty Ltd / Nanda Pasta Company Pty Ltd, Murrumbidgee Road, Stanbridge. The two companies are both subsidiaries of parent company Greens Foods Ltd and share a single common site at Stanbridge, New South Wales.

3.2 Trades & Occupations

This agreement is intended to apply to Packer, Forklift Driver, Assistant Miller, Miller, Coating Operator, Extruder Operator, Electricians, Engineering Tradesperson, Fitters Assistant, Fitter, Machine Operator, Food Process Worker employed at Murrumbidgee Road, Stanbridge. All employees employed by the company are covered by these trades and occupations except management staff and clerical staff.

4. PARTIES BOUND

- 4.1 Allgold Foods Pty Ltd / Nanda Pasta Company Pty Ltd, Murrumbidgee Road, Stanbridge, New South Wales (Known in this document as "the company") and,
- 4.2 The employees of Allgold Foods Pty Ltd and Nanda Pasta Company Pty Ltd located at Murrumbidgee Road, Stanbridge
- 4.3 The Company recognises the National Union of Workers NSW Branch. The company shall, upon authorisation, deduct Union membership fees, as levied by the Union in accordance with its rules, from the pay of employees who are members thereof. Such monies will be forwarded to the Union at the end of each accounting period with all necessary information to enable the reconciliation and crediting of subscription to members' accounts.

5. RELATIONSHIP TO PARENT AWARD

It has been determined by the parties to this Enterprise Agreement that the Agreement shall partially regulate the terms and conditions of employment previously regulated by the Grocery Products Manufacturing (State) Award and Metal, Engineering & Associated Industries Award, provided that where there is any inconsistency, this Enterprise Agreement shall take precedence and apart from clauses specified in this agreement all other clauses of the awards shall apply.

6. DURESS

This Enterprise Agreement has not been entered into under duress by any of the parties.

7. CONSULTATIVE COMMITTEE

It is agreed that the Consultative Committee will continue throughout the period of this Agreement. The Committee will comprise of five (5) elected employees and two (2) management representatives. Any matters arising from the interpretation and implementation of changes contained in this Agreement are to be addressed by the Consultative Committee.

The Consultative Committee will be responsible for the development of policies relating to uniforms, discipline and sick leave. These policies are to be consistent with the requirements of relevant legislation and company aims and policies.

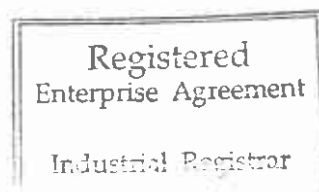
8. OBJECTIVES OF THE AGREEMENT

The objective of the agreement is to provide a framework to enable the company to work towards its vision in a manner which will jointly benefit both the company and its employees.

These objectives will be achieved through: -

- 8.1 all employees being encouraged to constructively contribute to the running of the business and have a democratic say as part of a team.
- 8.2 the establishment of job classifications to identify career paths and a means of advancement through skills.
- 8.3 the establishment of training programs to encourage employees to perform a wider range of jobs i.e. multi-skilling.

The above objectives shall be achieved in an environment ensuring mutual trust between the company and employees in a way which will not disadvantage employees in relation to current awards.



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9. OBLIGATIONS UNDER THE AGREEMENT

9.1 The Company

- 9.1.1 provide an open, safe and constructive work environment
- 9.1.2 where the company and its management strive to encourage employees to share in the running of the company.
- 9.1.3 provide increases in wages effective from the first full pay period after 1 July, 2001 as shown in Table 1.
- 9.1.4 provide increases in wages effective from the first full pay period after 1 July, 2002 as shown in Table 2.
- 9.1.5 provide uniforms to all employees after the qualifying period, as stated in the Company Uniform Policy.
- 9.1.6 restructure of job classifications based on skills and defined career paths enabling employees to improve wages as skills are improved.
- 9.1.7 allow more flexible work times with employees able to vary some conditions.
- 9.1.8 Provide appropriate training programs.

9.2 The Employees

- 9.2.1 loyalty to the company and its goals, a compliance to company procedures and policies, and total integrity in all aspects of job performance.
- 9.2.2 a commitment to improve productivity, product yields, reduce wastage and machine downtime.
- 9.2.3 a commitment to assist in the introduction of a range of Key Performance Indicators which will provide an accurate measurement of further increasing productivity and efficiency within the company.
- 9.2.4 an agreement to the introduction of job classifications based on skills rather job function, recognising that this may result in employees carrying out the same job function being paid at different levels. This is justified by the fact that the

employee on the higher job classification (higher wage) will have achieved higher skill levels through training.

- 9.2.5 a commitment to participate in training programs to enable employees to perform a wider range of jobs and subsequently work throughout the factories across a range of machines, equipment and processes for which they have been trained.
- 9.2.6 a commitment to work towards improving product quality and customer service with eventual quality accreditation to HACCP Certification
- 9.2.7 a commitment to improve safety and reduce absenteeism.

Registered
Enterprise Agreement
Industrial Registrar



10. TYPES OF EMPLOYMENT

10.1 Permanent Employees

All new employees shall be employed under a probationary period of three months commencing from the date of engagement. During this period a new employee will be properly instructed on the tasks and requirements of the position to be filled. During the probationary period employment shall be on a casual day to day basis and the employee's employment may be terminated by either the employer or the employee at the end of any day or shift without notice.

10.2 Casual Employees

Casual employees will be party to this Agreement and will be paid the rates of pay for their appropriate Classification Level, as shown in Table 1 and Table 2 to this Agreement, expressed as an hourly rate determined by dividing the relevant weekly rate by 38. A casual loading of 15%, in lieu of sick leave and annual leave, will be added to the hourly rate. A further 1/12th is added to the casual hourly rate in lieu of annual leave as per the NSW Annual Holidays ACT.

The hourly rate determined above, including the casual loading, will be the hourly rate used for payment of ordinary time and overtime worked.

Employees hired on a casual basis will have their work reviewed periodically over the first six months of employment. An offer of permanent employment may be made after such assessment, given that an appropriate full time position is available at that time.

Selection of casual employees for full time positions will be approved in the same manner as that set out for upgrading from Level 1 to 2 in Section 12.

10.3 Permanent Part-time Employees (New or existing volunteers)

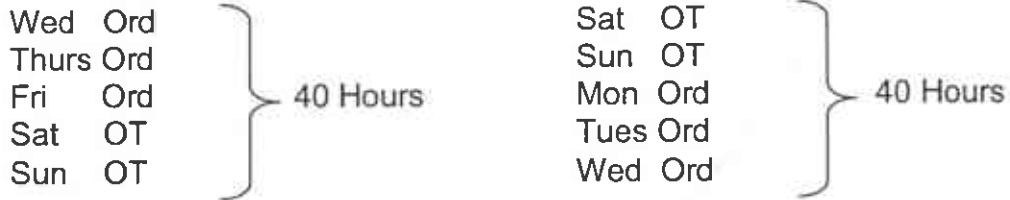
Permanent part-time employees will be party to this agreement and will be paid the rates of pay for their appropriate classification level, expressed as an hourly rate determined by dividing the relevant weekly rate by 38.



11. CONDITIONS OF WORK

11.1 Weekly Hours of Work

It is agreed that ordinary hours of work will be 8 hours per day/shift for day work and shift work respectively, with a 40 hour work cycle for one week (Monday to Sunday).



It is also agreed that employees have the option to be paid for 40 hours each week at their normal hourly pay rate, or to be paid for 38 hours per week and their normal hourly pay rate and accrue a bank of 2 RDO hours per week.

If an employee elects to bank RDO hours, the accumulated hours may be taken at any time agreed between the company and the employee or paid out in a manner agreed upon between the company and the employee.

11.2 Shift Work (Permanent Employees)

11.2.1 Where shift work is applicable, shifts will rotate monthly/fortnightly / weekly as determined by a majority of the employees and the company. Shift Allowances payable to all employees other than fitters and electricians will be: -

Day	\$ 40
Afternoon	\$ 44
Night	\$ 48

Under normal circumstances, unless otherwise agreed, the company will require Allgold and Nanda Pasta Company employees to rotate shifts on the same basis, i.e, monthly, fortnightly or weekly.

Where no shift work is involved, no penalty or shift allowances will be paid
Fitters and electricians will continue to receive \$23/shift penalty loading for afternoon and night shifts only.

11.3 Shift Work (Casual Employees)

11.3.1 Casual employees will be employed on shifts on a "needs" basis at the discretion of the company. In determining shift needs the company will give preference to casual employees willing to work any shift. Shift allowances per week, payable on a pro-rata basis, will be the same as Clause 11.2.1.

12. JOB CLASSIFICATIONS

The parties agree to adopt the Job Classification structure to replace the existing Award and Company Classifications. The Classifications range from Levels 1 to 7 and include additional levels 4A and 5A. Level 1 is a training level applicable during a new employee's probationary period referred to in section 10. Levels 2 to 7 are skills related, with employees achieving these skills through company and external training based on the Enterprise Training Program at Appendix 1.

The Classifications Structure, the Wages Tables included in Section 20 and the Enterprise Training Program at Appendix 1 meet the aims of Section 12 of the original Enterprise Agreement.

Comparison of the Award, Existing Company and Classifications:-

Award Classification	Classification Level
Grocery Products Manufacturing (State) Award	
Packer	Level 1 – Probationary
Packer	Level 2
Forklift Driver Assistant Miller	Level 3
Miller	Level 4
Miller	Level 4A
	Level 5
	Level 6
	Level 7
Metal & Engineering Industry (NSW) Award	
Engineering Tradesperson (C10)	Level 4A
Engineering Tradesperson (C8)	Level 5
Engineering Tradesperson – Special Class (C7)	Level 5A

12.1 Classification of Employees

Transfer of employees to the classifications will be in accordance with the above Table. It is agreed that no employee's pay will be reduced as a result of the changeover.

12.2 Reclassification of Employees

Following the adoption of the new classifications, employees will be able to achieve upgrading to the next higher Level by completing the requirements of the Enterprise Training Program, by assessment of competency to the levels specified in Appendices 2 to 10 and by assessment of practical experience.

LEVELS SUMMARY

Level 1	When they first start with Green's they are a level one casual.
Level 2	When they first become permanent and cannot operate any machines or drive a forklift.
Level 3	Operate machine/s. Drive a forklift. Competent in paper work, able to identify faulty product and packaging.
Level 4	Operate multiple machines. Competent in Quality Assurance. Competent in OH&S.
Level 4A	Shift Supervisor. Key Operators
Level 5	Team Leader, work place trainer and assessor.
Level 6	Maintenance Team Leader
Level 7	Electrician

Upgrading will be approved in the following manner: -

Level 1 to 2

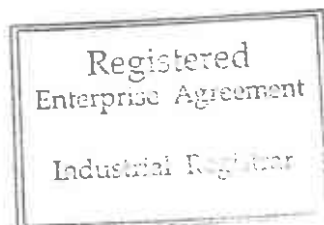
At or prior to the end of the probationary period, the upgrading will be subject to: -

1. assessment of Competency Level 1 as set out in Appendix 2
2. approval by the employee's Work Team and the Production Manager.

If the Work Team and the Production Manager cannot agree, the probationary period may be extended by a further three months. If at the end of this time agreement still cannot be reached the employment will not proceed.

Level 2 to 3

Upgrading will be subject to: -



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1. the completion of the required training
2. approval by the Team Leaders and Production Manager

Level 3 to 4

Upgrading will be subject to: -

1. completion of required training
2. recommendation from Team Leaders and Production Manager

Level 4 to 4A

Up grading will be subject to: -

1. completion of required training
2. recommendation from Team leader and Production Manager

Level 4A to 5

Upgrading will be subject to: -

1. completion of required training
2. assessment of Competency Level 4A as set in Appendix 6
3. recommendation from Team leader and Production Manager
4. approval by Classification Team
5. agreement by management that a vacancy exists in the new level

Level 5 to 5A

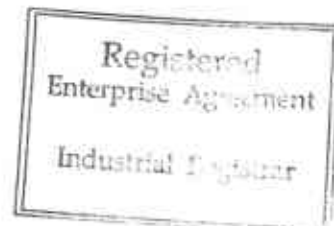
Upgrading will be subject to: -

1. completion of required training
2. assessment of Competency Level 5 as set out in the Appendix 6
3. recommendation from Team Leader and Production Manager
4. approval by Classification Team
5. agreement by management that a vacancy exists in the new level

Level 5 to 6

Upgrading will be subject to: -

1. completion of required training
2. assessment of Competency Level 5 as set out in Appendix 7
3. recommendation from Team Leader and Production Manager
4. approval by Classification Team
5. agreement by management that a vacancy exists in the new level



Level 5A to 6

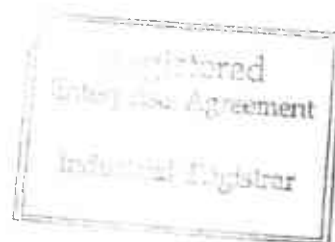
Upgrading will be subject to: -

1. completion of required training
2. assessment of Competency Level 5A as set out in Appendix 8
3. recommendation from Team Leader and Production Manager
4. approval by Classification Team
5. agreement by management that a vacancy exists in the new level

Level 6 to 7

Upgrading will be subject to: -

1. completion of required training
2. assessment of Competency Level 5 as set out in Appendix 7
3. recommendation from Team Leader and Production Manager
4. approval by Classification Team
5. agreement by management that a vacancy exists in the new level



It is intended that Levels 4A and 5A will be phased out within two (2) years as employees progress within the new Classification structure.

Until the full Training Program and Safe Work Procedures are in place and Accreditation requirements have been met, the training prerequisites for each Level may not be required.

12.3 Classification Team

The Classification Team will comprise three (3) employee representatives nominated by the Consultative Committee and three (3) management representatives. In the event of the Classification Team being unable to arrive at a decision, the matter will be referred to the General Manager for the final decision.

13. EMPLOYEE TRAINING

The parties agree to the implementation of the Enterprise Training Program at Appendix 1 and recognise that the Program is an essential element of the Classification Structure set out in Section 12. The parties also agree that the aim of the Training Program is to provide a career path with structured



training for all employees to gain more skills, more pay and greater job satisfaction, resulting in benefits for both the individual and the company.

The Enterprise Training Program is a blending of the National Food Processing Curriculum with specific enterprise needs. Successful completion of the modules in Levels 2,3,4 and 4A will enable employees to receive Certificates I, II and III of Food Processing, and employees completing the module in Levels 5 and 6 will gain Certificate IV in Food Technology.

The parties recognise that the Program may need to be varied to meet changing requirements in the workplace.

13.1 The Enterprise Training Program

The Enterprise Training Program contains four areas of training requirements, Core Modules, Generic (Optional) Modules, Enterprise Specific Modules and Specialised Modules. Training in these areas will be provided as follows: -

Core Modules – training by external providers

Optional Modules – training by external providers and suppliers of specialised equipment.

Enterprise Specific Modules – training by industry experts identified from within the company or other industry sources.

Specialised Modules – training by company trainers using Standard Operating Procedures developed by the company for each process.

The company undertakes to provide training of sufficient employees and management, as Workplace Trainers, Workplace Assessors and Workplace Mentors, to ensure that the Training Program can be successfully implemented.

Employees will be encouraged to participate in the Training Program and employees who have demonstrated competency in Enterprise Specific training will be given priority for training in Specialised and Optional subjects.

13.2 Assessment of Current Skills

It is agreed that following transfer to the new Classification Structure, all employees will be assessed for Recognition of Prior Learning and

Competency to determine their level of entry into the Training Program. The company undertakes that this assessment will be for training purposes only and will not affect any employee's Classification level. This assessment will be carried out by experts nominated by the company and assisted by an external provider.

13.3 Employee Training

It is agreed that the cost of delivering training to individuals must be kept to a minimum. This is to ensure that the availability of training is sufficient to satisfy both Company needs and individual expectations of skill development and job progression.

The following principles are to be adopted in the planning and implementation of training: -

- 13.3.1 Onsite training should be undertaken during the individual's ordinary hours of work wherever possible.
- 13.3.2 Onsite training should be scheduled at times of least inconvenience to shift workers.
- 13.3.3 Attendance at such training should be through approved changes in shifts where necessary, and wherever possible.
- 13.3.4 In enabling the release of individuals to attend training courses, coverage of that individual should be managed through the use of spare and available labour or operating with reduced manning where possible.
- 13.3.5 The working of overtime to cover the release of individuals for training is to be regarded as a last step and must be approved by the relevant Production Manager.
- 13.3.6 Attendance by an individual at a relevant external course of his choice (e.g. TAFE) falling outside that person's ordinary hours of work shall be in the employee's own time.
- 13.3.7 Employees undertaking relevant approved external training will receive support in respect of course fees and textbook costs on successful completion of each stage of the course.
- 13.3.8 Employees attending off-site training or visits to another site, will receive the wages the employee would have received in

respect to the ordinary time the employee would have worked had the employee not been on such training/visit.

14. WORKING IN TEAMS

It is agreed by both the Company and employees that every effort will be made to structure work within the companies into teams.

Two types of teams will be identified:

14.1 Work Teams

These will be groups of employees on the same shift working on a selected project or job. Guidelines for the ways in which teams will be organised and work, including identification of team leader and team training coordinator responsibilities, will be developed during the life of this Agreement.

14.2 Specialty Teams

The Company will encourage all employees to take more responsibility and share in the running of the company by becoming involved in specialty teams as well as their normal work teams.

Specialty teams may include but not be limited to: -

- Best Practice Committee
- Enterprise Consultative Committee
- Production Methods Team
- OH&S Team
- Training Team
- Site Team
- Quality Assurance Team
- Communications Team
- Administration Team
- R&D/Capital Works Team
- Marketing Team

It is agreed that the costs of operating specialty teams and committees must be kept to a minimum.

- 14.2.1 Work and meetings should be undertaken during ordinary hours of work wherever possible but priority must be given to the individual's normal work function.

- 14.2.2 Work and meetings should be scheduled at times of least inconvenience to shift workers.
- 14.2.3 Attendance at meetings should be facilitated through approved changes in shifts where necessary, and wherever possible.
- 14.2.4 In enabling the release of individuals to attend meetings, coverage of that individual should be managed through the use of spare and available labour or operating with reduced manning where possible.

It is recognised that due to the fact that committee or team members might not always be on the same shift there will be a need to try and organise meetings when members are on different shifts in the time around the changes of shift.

In relation to shift work the following principles shall be applied to meetings of teams:

- 14.2.5 Wherever possible if all team members are on the same shift, the meeting should be held in the ordinary time of that shift.
- 14.2.6 If team members are on different shifts meetings should be arranged so that on average all members attend meetings in ordinary time approximately the same extent each month.

Team members will be expected to attend at least 80% of scheduled team meetings or team work times or they will risk forfeiting their position on the team.

15. COUNSELING PROCEDURE

- 15.1 A formal counseling process will apply to matters such as poor performance of duties, lack of ability to work with fellow employees, lack of ability to follow instructions of supervisors, poor timekeeping, unacceptable absenteeism or continuing errors made after the training period is completed.
- 15.2 If after counseling an employee does repeat an offence after being given the opportunity to improve, the employee will be issued with a formal **verbal** warning, with the representative of his or her choice, in attendance e.g. union representative or independent witness

- 15.3 If no improvement occurs the next step will be an official **written** warning given with a representative of his or her choice present.
- 15.4 If no improvement occurs the next step will be an official final **written** warning given with a representative of his or her choice in attendance.
- 15.5 If the unacceptable behavior continues while the employee is on an official final warning, the employee may be dismissed.

These warnings shall remain valid for a period of twelve months. This does not preclude the company from taking other disciplinary action in cases deemed to be of serious misconduct or refusing duty as defined in the award.

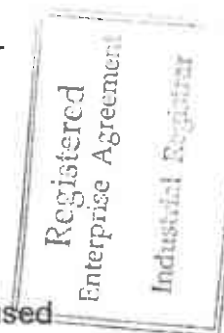
- 15.5.1 Behaviour resulting in instant dismissal without counseling procedures includes:
- Theft
 - Smoking in breach of signed acceptance of rules
 - Physical violence
 - Serious unsafe acts e.g. remove guard and operate
 - Bundy card or equivalent fraud or clocking on/off for someone else.
 - Any other fraudulent acts e.g. altering certificates etc.
 - Obvious alcohol or drug affected state when presenting for work
 - Wilful Damage of Company property

16. DISPUTE & GRIEVANCE HANDLING PROCEDURE

The Company and Employees agree that the following procedures shall be used to settle disputes and grievance.

16.1 Individuals

- 16.1.1 The employee notifies his Team Leader (in writing or otherwise), as to the substance of the grievance, requests a meeting and states the remedy sought. This must occur within five working days of the incident.
- 16.1.2 The Team Leader will meet with the employee within two working days and discuss the grievance in an attempt to resolve the matter. The employee may have a representative of his own choice present.



15.5.1 Behaviour resulting in instant dismissal without counseling procedures includes:

- Theft
- Smoking in breach of signed acceptance of rules
- Physical violence
- Serious unsafe acts e.g. remove guard and operate
- Bundy card or equivalent fraud or clocking on/off for someone else.
- Any other fraudulent acts e.g. altering certificates etc.
- Obvious alcohol or drug affected state when presenting for work
- Willful Damage of Company property

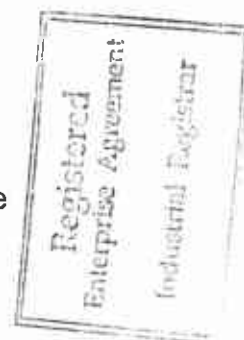
16. DISPUTE & GRIEVANCE HANDLING PROCEDURE

The Company and Employees agree that the following procedures shall be used to settle disputes and grievance. Throughout this procedure, the employee may be assisted by their union representative.

16.1 Individuals

- 16.1.1 The employee notifies his Team Leader (in writing or otherwise), as to the substance of the grievance, requests a meeting and states the remedy sought. This must occur within five working days of the incident.
- 16.1.2 The Team Leader will meet with the employee within two working days and discuss the grievance in an attempt to resolve the matter. The employee may have a representative of his own choice present. The employee may be assisted in negotiations by their union representative.
- 16.1.3 If the matter is not resolved the Team Leader will confer with the Production Manager and/or Site Manager and a joint meeting will be arranged with the employee (and if required his representative) within a further three working days to resolve the dispute.
- 16.1.4 If the matter is still not resolved it will be referred to a sub-committee of the Consultative Committee (consisting of two members of the Works Committee and two management representatives), by the relevant Production Manager or Site Manager. The sub-committee will meet to resolve the grievance within five working days.
- 16.1.5 If the grievance is still not satisfied the company will provide a response to the employee including any reason for not implementing any of the proposed remedies, within two working days.
- 16.1.6 At the request of the employee the matter may then be referred to an independent mediator (agreed to by the employee and the

- 16.1.3 If the matter is not resolved the Team Leader will confer with the Production Manager and/or Site Manager and a joint meeting will be arranged with the employee (and if required his representative) within a further three working days to resolve the dispute.
- 16.1.4 If the matter is still not resolved it will be referred to a sub-committee of the Consultative Committee (consisting of two members of the Works Committee and two management representatives), by the relevant Production Manager or Site Manager. The sub-committee will meet to resolve the grievance within five working days.
- 16.1.5 If the grievance is still not satisfied the company will provide a response to the employee including any reason for not implementing any of the proposed remedies, within two working days.
- 16.1.6 At the request of the employee the matter may then be referred to an independent mediator (agreed to by the employee and the Company) and if still not resolved the matter will be referred to the Industrial Relations Commission.



16.2 Disputes with Groups of Employees

- 16.2.1 Disputes or grievances between groups of workers and the Company will be notified (in writing or otherwise), to the Production Manager, detailing the substance of the dispute or grievance, requesting a meeting and stating the remedy sought. This must occur within five working days of the incident.
- 16.2.2 The Production Manager will arrange a meeting with the employees within two working days to resolve the dispute. If the matter is still not resolved he will refer the matter to the Site Manager and/or General Manager who will meet with the employees to resolve the grievance or dispute within a further two working days.
- 16.2.3 If the matter is still not resolved the company will provide a response to the employees including any reason for not implementing any of the proposed remedies, within two working days.
- 16.2.4 At the request of the employees the matter may then be referred to an independent mediator (agreed to by the employees and the Company) and if still not resolved the matter will be referred to the Industrial Relations Commission.

16.2.5 During the entire procedure above, normal work will continue.

16.2.6 The Company and the employees may be assisted in negotiations by representatives from industrial organisations.



17. CURRENT COMPANY POLICY

Company Policies in place at the time of signing the Agreement will remain in place unless overridden by the Agreement.

18. WAGE INCREASES

The parties to this Agreement agree that Leading Hand Allowances and Plant Allowances will be included in the wage rates for each level under the Classification Structure.

The Company agrees that from and including the first full pay period after 1 July, 2001 the wage rates will be those shown in the Table 1 to this Agreement. The Company agrees that from and including the first full pay period after 1 July, 2002, the wage rates will be those shown in the Table 2 to this Agreement.

19. ANNUAL LEAVE

A permanent employee shall be entitled to 20 days annual leave after 12 months continuous service (less the period of annual leave). Continuous Service shall include absences due to Sick Leave, Long Service Leave and other paid absences approved by the Company.

Annual leave shall be exclusive of non working days and gazetted Public Holidays and may be taken in periods and at times agreed by the Company and the employee.

Pro-rata annual leave may be taken in advance of the accrual date as agreed by the Company and the employee.

Employees' will be paid ordinary time wages for annual leave taken and leave loading of 17.5% of the wages calculated for the period of leave. Leave loading will be paid for periods of pro-rata leave taken in advance.

A permanent employee, who lawfully leaves the Company, or his/her employment is terminated other than for misconduct or refusing duty, will be paid

for annual leave at credit plus pro-rata leave to the date employment ceases, less any periods of pro-rata leave previously paid in advance. Leave loading will not be paid for pro-rata leave on termination.

20. SICK LEAVE

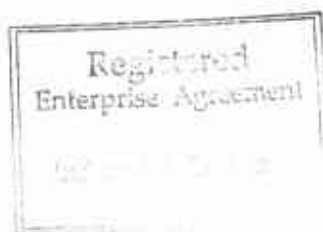
An employee absent from work because of personal illness or injury resulting from an accident, other than illness or an injury resulting from his/her misconduct, shall be entitled to sick leave subject to the following conditions: -

- 20.1 the employee is a permanent employee and has been employed by the company for at least three (3) months.
- 20.2 the employee is to notify the Company prior to the commencement of their shift that he/she is unable to attend work. Failure to notify the Company in accordance with this condition, may result in the absence being treated as an unauthorised absence.
- 20.3 the employee will prove, to the reasonable satisfaction of the Company, that he/she was unable to attend work due to the illness or injury.
- 20.4 the employee will not be entitled to sick leave for any period where he/she is entitled to Workers Compensation.

An employee during their first year of service shall be entitled to five (5) days sick leave and ten (10) days sick leave for each subsequent year.

21. PERIOD OF AGREEMENT

This Enterprise Agreement No. 3, 2001 shall take effect from the 1 July 2001 and remain in force for a period of two years.



*Approved
Hoy L. J.
31 May 2002*

Voted 19/10/01.

RESULT YES 75 = 84%
NO 14 = 16%

Votes Counted By :

K.W. Aylett

David Sarah 22

DAVID SARAH

K.W. Aylett

DATE: 19/10/01

22. SIGNATORIES TO AGREEMENT

For and on behalf of the Company
Allgold Foods Pty Ltd

For and on behalf of the Company,
Nanda Pasta Company Pty Ltd

The Common Seal of
Allgold Foods Pty Ltd
(002 618 484)
is affixed in accordance with
the Articles of Association in the
presence of:



The Common Seal of
Nanda Pasta Company Pty Ltd
(009 495 081)
is affixed in accordance with
the Articles of Association in the
presence of:



[Signature]

Director

[Signature]

Director

[Signature]

Director/Secretary

[Signature]

Director/Secretary

Dated: 19 day of November 2001

For and on behalf of the employees by the Allgold Foods/Nanda Pasta Company Consultative Committee.

[Signature]
Vince Christian
Consultative Committee Representative

[Signature]
Signature

22.10.01
Date

[Signature]
Les Mulloy
Consultative Committee Representative

[Signature]
Signature

22/10/01
Date

[Signature]
John Morkunas
Consultative Committee Representative

[Signature]
Signature

19/10/01
Date

For and on behalf of the National Union of Workers.

ANDREW JOSEPH
Name

[Signature]
Signature

ACTING STATE SECRETARY
Title

2/11/01
Date

8 October 2001

TABLE 1

Wage Rates commencing 1 July 2001

Level	Description	Full-Time			Casual		
		Rate/ Hour	Hours per Week	Weekly Rate	Rate/ Hour	Hours per Week	Weekly Rate
1	Trainee Packerman	12.5102	38	475.39	15.5857	40	623.43
2	Packerman	13.1682	38	500.39	16.4053	40	656.21
3	Forklift Driver / Coating	13.9907	38	531.65	17.4302	40	697.21
4	Miller / Extruder Operator	15.3084	38	581.72	19.0716	40	762.87
4A	Leading Miller / Extruder	16.7889	38	637.98	20.9161	40	836.65
5	Team Leaders	18.1065	38	688.05	22.5576	40	902.30
6	Maintenance Team Leader	19.7516	38	750.56	24.6070	40	984.28
7	Electrician	20.7516	38	788.56	25.6904	40	1027.62

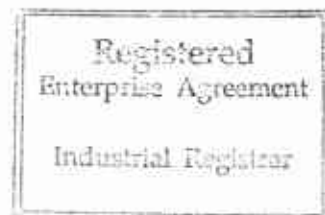


TABLE 2

Wage Rates commencing 1 July 2002

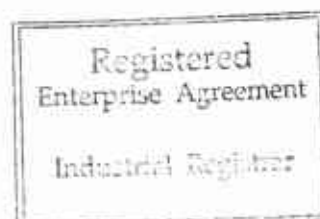
Level	Description	Rate/ Hour	Hours per Week	Weekly Rate	Rate/ Hour	Hours per Week	Weekly Rate
		Full-Time			Casual		
1	Trainee Packerman	13.1357	38	499.16	16.8845	40	675.38
2	Packerman	13.8265	38	525.41	17.7724	40	710.90
3	Forklift Driver / Coating	14.6902	38	558.23	18.8827	40	755.31
4	Miller / Extruder Operator	16.0737	38	610.80	20.6609	40	826.43
4A	Leading Miller / Extruder	17.6282	38	669.87	22.6591	40	906.36
5	Team Leader	19.0118	38	722.45	24.4374	40	977.50
6	Maintenance Team Leader	20.7391	38	788.08	26.6576	40	1066.30
7	Electrician	21.7391	38	826.09	27.8313	40	1113.25



Appendix 1

Modules	Classification Level applicable to Modules							
	One	Two	Three	Four	Four (A)	Five	Five (A)	Six
Core								
OH&S		✓	✓		✓			
Communications		✓	✓		✓	✓	✓	
Quality Assurance		✓		✓	✓			
Hygiene & Sanitation		✓	✓	✓		✓	✓	
Calculations		✓			✓			
Generic (Optional)								
Materials Handling								
Cleaning & Sanitation								
Senior First Aid								
Packaging								
Advanced First Aid								
Work Team Communications								
Production Training								
Automated Processing								
OH&S First Aid								
Enterprise Specific								
Introduction to Food Manufacturing								
Materials Preparation								
Unit Preparations & Operations								
Sub-System Preparations & Operations								
System Preparations & Operations								
Specialised								
Induction Training								
Team Development								
Workplace Trainer								
Workplace Assessor								
Team Leader Training								

djc0402/hcor



8 October 2001