

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA97/149

TITLE: Fielders Starches, Tamworth, Productivity Improvement Enterprise Agreement 1997

I.R.C. NO: 97/3850

DATE APPROVED/COMMENCEMENT: 5 August 1997 and commenced 1 August 1996

TERM: Expires 31 July 1998

NEW AGREEMENT OR
VARIATION: New Replacing EA30/94

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to the company's starch mill located at 176-182 Marius Street Tamworth covering employees engaged in occupations pursuant to the Starch Manufacturers, & c. (State) Award, Metal and Engineering Industry (New South Wales) Interim Award, Engine Drivers, & c. General (State) Award and Electricians, & c. (State) Award

PARTIES: Starch Australasia Limited -&- Construction, Forestry, Mining and Energy Union (New South Wales Branch), Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The AWU - FIME Amalgamated Union, New South Wales

ENTERPRISE AGREEMENT



BETWEEN
FIELDERS STARCHES - TAMWORTH
AND
NATIONAL UNION OF WORKERS N.S.W. BRANCH
AND
THE AWU-FIME AMALGAMATED UNION N.S.W
AND
CONSTRUCTION FORESTRY MINING AND ENERGY UNION
AND
ELECTRICAL TRADES UNION OF AUSTRALIA N.S.W. BRANCH
AND

UNDER
Chapter 2, Part 2, Enterprise Agreements, Industrial Relations Act, 1996.

TO ESTABLISH THE

FIELDERS STARCHES - TAMWORTH - PRODUCTIVITY IMPROVEMENT AGREEMENT 1997.

1 - TITLE

This Enterprise Agreement shall be known as the **Fielders Starches - Tamworth - Productivity Improvement Agreement 1997 (the Agreement)**.

2 - ARRANGEMENT

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3 - APPLICATION OF AGREEMENT



The Agreement shall apply at the starch mill site operated by Starch Australasia Ltd trading as Fielders Starches, which is located at 176-182 Marius Street Tamworth in the State of NSW, in respect of all the employees who are engaged in any of the occupations specified in the Starch Manufacturers, &c. (State) Award, the Metal and Engineering Industry (New South Wales) Interim Award, the Engine Drivers, &c. General (State) Award and the Electricians, &c. (State) Award.

4-PARTIES BOUND

The Agreement shall be binding on:

- (a) Starch Australasia Ltd. trading as Fielders Starches - Tamworth;
and
- (b) National Union of Workers N.S.W. Branch;
and
- (c) The AWU-FIME Amalgamated Union NSW;
and
- (d) Construction, Forestry, Mining and Energy Union;
and
- (e) Electrical Trades Union of Australia N.S.W. Branch.

5-DATE AND PERIOD OF OPERATION

The Agreement shall take effect on and from the date of its approval by the Industrial Relations Commission of New South Wales in accordance with Section 32 of the Act.

Nonetheless, by procedural arrangement between the parties the Agreement shall be applied at the site on and from 4 February 1996 in respect to the interim wage increase prescribed by paragraph (a)(i) of Clause 10, Wage Increases, and shall be applied on and from 1 August 1996 in respect to all other changes in wages, allowances and work practices introduced by this Agreement. The Agreement shall remain in operation until 31 July 1998.

6 - AGREED AIMS AND OBJECTIVES

The primary aim of the parties is to establish an Enterprise Agreement that will create an industrial environment at the site in which the management, the employees and their Unions will co-operatively work to improve the productivity, efficiency and profitability of the business while making sure that employees are rewarded for their contribution in achieving these goals.

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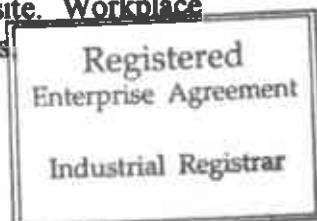
To give effect to this primary aim the parties agree to achieve the following objectives:

- (a) Replace the site's first Enterprise Agreement with this new Agreement;
- (b) Deliver to employees in accordance with Clause 10, significant wage increases by way of guaranteed periodic adjustments in return for the employees input to achieve and exceed the prescribed productivity target, with additional increases being delivered to employees by way of productivity bonus payments.
- (c) During the life of the Agreement the Company, the employees and the unions will implement agreed work practice changes which are developed in accordance with the workplace consultation mechanisms set out in Clause 7.
- (d) During the life of the Agreement the Company, the employees and the unions will implement, through the workplace consultation mechanisms set out in Clause 7, a program of review of all of the terms and conditions of employment of the awards and existing on-site arrangements with a view to establishing a common basis for the terms and conditions of employment for the site. This program should encompass the introduction of competency-based classifications/career paths for the site.
- (e) The parties are committed to the removal of demarcations and work practices that inhibit productivity and efficiency of the business. Employees agree to perform any tasks that they are competent and properly skilled to perform.
- (f) To implement the specifically agreed to work practice changes at the site as set out in the Agreement.
- (g) To achieve significant and sustained improvements in performance through the pursuit of international best practices and a program of continuous improvement supported by the adoption and implementation of the techniques of Total Quality Management.
- (h) Maintain and expand the Company's market share for its products and to develop an export capability within the business.
- (i) Skills Enhancement, Job Flexibility and Training - The parties agree to the development and delivery of training programs designed to meet the specific skills required of the site. The Company will provide training for employees which will:
 - enhance employees level of competency and skill;
 - enable employees to perform their tasks better;
 - allow the Company to introduce greater workplace and employment flexibility.

As part of this commitment, a program for the "multi-skilling" of production employees on plant and equipment will be introduced.

7 - WORKPLACE CONSULTATION - ENTERPRISE CONSULTATIVE COMMITTEE (ECC)

This Agreement has been reached to create a stable industrial environment that will allow the parties to co-operate to improve the productivity, efficiency and profitability at the site. Workplace consultation will be the principle vehicle for achieving the agreed Aims and Objectives.



The ECC will be responsible for:-

- (a) The implementation of an enhanced skills and training program for the site.
- (b) The implementation of an agenda of change in work practices and work arrangements to achieve the objectives as set out in Clause 6. In this regard the ECC will identify the issues for its consideration and deliberation.
- (c) The ECC will monitor the effectiveness of agreed productivity measures and work practice changes on an ongoing basis.
- (d) The ECC will keep the Unions informed of the principle outcomes of its proceedings and the Unions will have the opportunity to consult with members on any issue under consideration.
- (e) The ECC shall implement change by either:
 - (i) the flexible application of the terms and conditions of the Awards; or
 - (ii) In circumstances where the implementation of the ECC's decision would necessitate formal recognition by the NSW Industrial Relations Commission either by way of consent Award variation or a further Enterprise Agreement the following procedures shall be followed:-
 - (1) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
 - (2) 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.
 - (3) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the ECC to the appropriate State Secretary of the Union or Unions concerned.
 - (4) The Union/s shall not unreasonably withhold consent to the arrangements agreed upon.
 - (5) If no party objects to the arrangement, then a consent application shall be made to the NSW Industrial Relations Commission to have the arrangement approved.
 - (6) The disputes procedure set out in Clause 11 will apply if agreement cannot be reached on a particular issue.

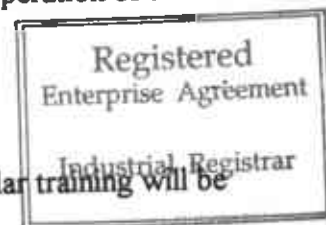
8 - RELATIONSHIP WITH AWARDS AND PREVIOUS CERTIFIED AGREEMENTS

- (a) This Agreement shall be read and interpreted in conjunction with the Starch Manufacturers, &c. (State) Award, the Metal and Engineering Industry (New South Wales) Interim Award, the Engine Drivers, &c. General (State) Award and the Electricians, &c. (State) Award provided that where there is any inconsistency between the terms of the Award and the terms of this Agreement or between the Award and any work practice changes or work arrangements introduced at the site under the terms of this Agreement the later shall take precedence over the Award.
- (b) Any work practice changes or work arrangements introduced at a site for the purpose of improving productivity and efficiency under previous enterprise agreement (i.e. the Fielders Starches - Tamworth - Productivity Bargaining Agreement 1994) shall continue to operate under the terms of this Agreement.

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9 - SPECIFIC CHANGES TO BE INTRODUCED AT THE SITE

The following changes will be introduced at the site from the commencement of operation of this Agreement:-



1. Multi skilling Program - Production Personnel

To achieve the "multi skilling" of production employees, a program of modular training will be implemented. This will be achieved through the following process:

Each plant will be allocated a certain point score. When an employee becomes qualified to operate a plant the employee will become entitled to the corresponding amount of points.

For each point earned by an employee a payment of 50¢ per week will be paid as an allowance.

Management is to approve an employee to be trained on a particular plant as there is a limit on the number of operators required for a particular plant. All three Production Supervisors/Leading Hands must concur and sign to say that a particular employee is qualified to operate a particular plant.

An approved operator must be prepared to operate a particular plant if requested by management, provided the employee is given the required notice. In the event that an approved operator is not willing to operate a plant for which the employee is qualified, the employee will lose their points for that plant.

In the event that a plant becomes redundant, the points that an employee has earned for that plant will be deleted.

The Shift Supervisors do not participate in the point score system.

2. Sick Leave

(a) Payment of Untaken Sick Leave During Employment

- (i) An employee who has accrued a Minimum Sick Leave bank of 152 hours of untaken sick leave at the commencement of the Company's Common Sick Leave Year and who does not take the whole of their sick leave entitlement for that year may elect to be paid an amount equivalent to the untaken portion of the sick leave entitlement for that year.
- (ii) If an employee elects to receive payment for untaken sick leave under (i) it shall be made on the last pay day before Christmas.
- (iii) The Company's "Common Sick Leave Year" shall be the period from 1 December to 30 November.

(b) Payment of Untaken Sick Leave on Termination:

- (i) Subject to (ii) below, employees shall be paid out all accumulated untaken sick leave at the time of termination of employment.
- (ii) When an employee's employment is terminated on the grounds of serious misconduct the employee shall not be entitled to receive payment for any untaken sick leave on termination.

3. Paying out of accumulated Rostered Days Off:

At the end of each calendar year an employee may elect to have all accumulated untaken rostered days off (RDO's) paid out. Where the employee makes such an election the RDO's shall be paid out at the employee's ordinary rate of pay plus an average of the employees shift allowances, where applicable.

Employees who elect this option will receive the payment on the last pay day before Christmas.

4. Roster for taking R.D.O.'s by Maintenance Employees

R.D.O.'s shall be taken by maintenance employees in accordance with the prescribed roster. The roster shall nominate the working days that employees are to have off which may be on any work day Monday to Friday inclusive in each 4 week period. An employee may change the day on which their RDO is to be taken by agreement with the Company

5. Supply of Jackets

Employees shall be supplied with jackets made of a suitable fire retardant fabric on a needs be basis.



6. Radios.

The playing of radios within the plant, laboratory and lunch rooms will no longer be permitted.

7. Gloves for Warehouse Personnel

Warehouse personnel will be supplied with gloves.

10 - WAGE INCREASES

- (a) (i) An interim increase of 2% in ordinary pay was paid to employees in order to give the site parties time to negotiate this new Agreement. This increase took effect from the first full pay period commencing on or after 4 February 1996, being the expiry date of the last agreement.
- (ii) Following the ratification of the Agreement a system of 6 monthly productivity-based wage increases will be paid to employees for their acceptance of and commitment to the achievement of the Agreed Aims and Objectives of the Agreement and the application of the agreed productivity measurement system for the site.
1. Employees will receive a 4% increase in ordinary pay from the first pay period commencing on or after 1 August 1996. Further wage increases in ordinary pay will be paid at the beginning of each of the next 3 successive 6 month periods in the following manner:
 2. A further 3% increase in ordinary pay from the first pay period commencing on or after 4 February 1997.
 3. A further 4% increase in ordinary pay from the first pay period commencing on or after 1 August 1997.
 4. A further 3% increase in ordinary pay will be paid from the first pay period commencing on or after 4 February 1998.
- (ii) Each of the four wage increases prescribed by paragraph (a)(ii) is a prepayment to be offset against productivity improvements achieved at a site in the following 6 month period.
- (iii) As a consequence of the 2 x 4% plus 2 x 3% productivity-based wage increases the Company will be entitled to pursue a minimum increase in productivity improvement of 28% during the life of the Agreement. The level of productivity gains available to the Company under the Agreement is based on a 50/50 share of productivity gains between the Company and the employees.
- (iv) Should the productivity improvements at the site as measured by the agreed Matrix exceed the target set out in (iii), then employees shall receive a cash bonus at the end of the Agreement which will represent their half share of the excess.
- (v) "Ordinary pay" referred to above means an employees award rate of pay plus overaward payment (if any) payable in respect of the employees ordinary hours of work, excluding shift allowances and any other additional payments.
- (vi) Employees covered by this agreement at the date of registration will be paid the first 4% wage increase outlined in paragraph (a)(ii)(1.) above on and from 1 August 1996 or from the date of employment, whichever is the later.
- (vii) Adjustment to shift allowances for production employees

Shift allowances for production employees which are prescribed as flat money amounts in accordance with the provisions of Clause 4 of the Starch Manufacturers (State) Award shall be adjusted in line with the percentage (%) increases in ordinary pay set out in subclause (a) above.

(b) Productivity Improvements**(i) Productivity Matrix:**

A productivity matrix will be implemented at the site in order to assist in the measurement and demonstration of productivity improvements.

Following consultation by the E.C.C., it is proposed to measure productivity against five criteria, namely:

1. Reduction of sick days taken each month.
2. Reduce Lost Time Accident Days each month.
3. Monthly power demand:
4. Spray Drier Productivity
5. Dextrose plant productivity.

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- (ii) The ECC will review the Productivity Measurement System at the end of each 6 monthly measurement period with a view to ensuring its quality, accuracy and effectiveness as a monitoring tool. Changes resulting from capital expenditure will need to be reflected in changes to the Productivity Measurement System.
- (iii) Changes in productivity will be measured by the agreed Productivity Measurement System commencing 1 August 1996.
- (iv) The productivity matrix is set out in detail in Appendix 'A' to this Agreement.
- (v) **Definition of Productivity**
 1. For the purposes of this Agreement, "productivity" is defined as an improvement in efficiency. There must be a net improvement in efficiency at the site in order for productivity to improve. For productivity to increase it must be ensured that an improvement in efficiency in any one area does not create an offsetting loss in another area. In the end result there must be an overall gain in productivity at the site.
 2. For the purposes of this Agreement, improved efficiencies relate to those achieved changes to which the employees have made a direct contribution. Changes arising from capital expenditure, for which the company takes the risk and which requires a reasonable return on the funds invested, do not necessarily count as a productivity improvement. It is acknowledged that where capital expenditure requires changes in work methods and/or in the numbers of employees and the changes are of a nature that enhances the investment, it could qualify as a productivity improvement. It is further acknowledged that in circumstances where the anticipated improvements or set criteria of a capital expenditure program are exceeded and employees have contributed to this excess achievement, the excess would qualify as a productivity improvement. The treatment of improved efficiency arising from major capital expenditure is to be agreed upon by the Enterprise Consultative Committee on each occasion in advance.

(c) Adjustment of Allowances**(i) First Aid Allowance**

The first aid allowance will be increased by 55¢ to \$7.00 per week.

(ii) Meal Allowance

The meal allowance will be increased by \$2.00 to \$8.60.



11 - GRIEVANCE AND DISPUTES PROCEDURE

The parties to the Agreement shall observe the following Grievance and Disputes Procedure:

The aim of this procedure is to ensure that during the life of the Agreement, industrial grievances or disputes are prevented or resolved as quickly as possible at the level they occur in the workplace. When a dispute or grievance arises the following steps are to be followed:

- Step 1.** Where the Company or the employee(s) believe a grievance or dispute exists the matter is to be discussed between the employee(s) (and the Union delegate if requested by either party) and the supervisor involved. If the matter remains unresolved follow Step 2.
- Step 2.** The matter is to be discussed between the employee(s), the Union delegate, the supervisor and the appropriate Department Manager. If the matter remains unresolved follow Step 3.
- Step 3.** The matter is to be discussed between the employee(s), the Union Delegate, the Department Manager and the Manager. If the matter remains unresolved follow Step 4.
- Step 4.** The matter is to be discussed between the Department Manager, the Manager, Union delegate and a Union official. If the matter remains unresolved follow Step 5.

Where it is agreed by the parties, Steps 1- 4 above may be conducted concurrently.

- Step 5.** Emphasis shall be placed on a negotiated settlement. However, if the negotiation process is exhausted without the dispute being resolved, the parties shall either jointly or individually refer the matter to the NSW Industrial Relations Commission for assistance in resolving the dispute.
- Step 6.** If the matter in dispute is not resolved by Steps 1 to 5 it shall be submitted to the NSW Industrial Relations Commission for conciliation and, where this fails, arbitration. The arbitrated decision of the NSW Industrial Relations Commission shall be final, subject to any appeal process available in accordance with the Act, and shall be accepted by the parties.

In order to allow for the peaceful resolution of grievances the parties shall be committed to avoid stoppages of work, lockouts or any other bans or limitation on the performance of work while the procedures of negotiation and conciliation (and, where applicable, arbitration) are being followed.

Note: At all times whilst the grievance and disputes procedure is being followed the status quo should be observed. That is, the normal work practices that existed immediately prior to the issue becoming a grievance or dispute at the site will continue to be observed until the grievance is resolved.

12 - DISCIPLINARY PROCEDURE

The parties to the Agreement shall observe the following Disciplinary Procedure:-

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" it shall include the following:-

- * Unacceptable work quality
- * Unsafe work practices
- * Wilfully failing to abide by reasonable and lawful directions
- * Excessive absenteeism
- * Abuse of sick leave entitlement



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

(1) 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 delegate (if requested by the employee or the Company and 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/her actions.

It is suggested that certain details of the interview should be recorded, such as:-

1. Nature of alleged poor work performance or unsatisfactory conduct and the specific details.
2. Date/s of alleged poor work performance or unsatisfactory conduct.
3. Date and time of the interview.
4. Signature of the parties present at the interview.

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

Provided there is no repetition of the employee's unsatisfactory conduct, a written warning made under this clause will lapse after 12 months.

(2) 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.

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(3) Dismissal**(a) Dismissal Following Disciplinary Procedure**

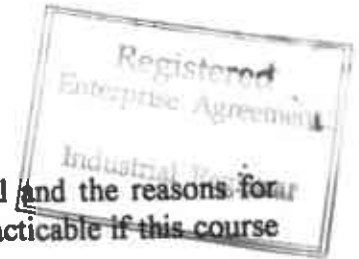
The employee should be notified in writing of the dismissal and the reasons for same. The Union delegate should be notified as soon as practicable if this course of action is to be taken.

(b) Instant Dismissal

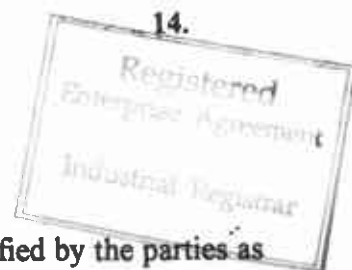
The above procedures dealing with poor work performance or unsatisfactory conduct and are not intended to interfere with the right of the employer to dismiss any employee without notice for serious and wilful misconduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:-

- (i) An investigation should be conducted to establish the facts.
- (ii) The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.
- (iii) The employee shall be afforded the opportunity to have either the union delegate or another employee of their choice present at the interview referred to in subclause 3(b)(ii).
- (iv) The employee shall be given the opportunity to explain or refute the alleged misconduct.



13 - REDUNDANCY



Preamble

The introduction of new technology through capital expenditure has been identified by the parties as necessary to ensure the competitiveness of the business.

At the same time it is important to improve the efficiency and productivity of the business by way of changes to work practices and arrangements.

These changes may result in a reduction in the total number of employees employed.

In such circumstances the Company will identify the position or positions that are no longer required and which are redundant.

Where possible the necessary reduction in labour requirements of the Company should be achieved through either:

- natural attrition; or
- agreed early retirement; or
- transfer elsewhere in the Company. An employee offered a transfer will not unreasonably refuse to accept the transfer.

Where these options are not able to achieve the required reduction in labour, the following criteria will be used to select employees for retrenchment. Prior to any termination the relevant Union will be notified of the situation and the matter will be referred to the E.C.C. for consideration.

(a) Selection Criteria

- (i) In the first instance the employee or employees holding the redundant position shall be selected for retrenchment.
- (ii) If the employee holding the redundant position indicates a preference to continue in employment with the Company the parties should confer to determine if a substitute employee should be selected for retrenchment.

The primary criteria for selection of a substitute employee will be the need for the Company to retain the most skilled employees so as to maintain and enhance the Company's productivity, efficiency, and profitability.

The following further criteria shall be considered if it becomes necessary to choose between employees of equal skill and competence:

- occupational qualifications;
- satisfactory work record;
- length of service.

- (iii) Following the abovementioned discussions between the parties the final decision in the selection of the employee(s) to be retrenched will be made by the Company.



(b) Period of Notice

In the event of a weekly employee being retrenched as a consequence of technological change or workplace reforms the following notice provisions shall apply:

- (i) 8 weeks general notice of intended redundancies will be provided to the employee(s) concerned and the relevant Union.
- (ii) 2 weeks specific period of notice will be given to the employee(s) affected by redundancy. In the event that the Company does not require the employee to work out the entire notice period then payment in lieu shall be made for the balance of the 2 week period.

An employee who has received specific notice may terminate by giving one week's notice and the employee will not prejudice his/her entitlement to the prescribed severance or redundancy payments. However, the employee will not be entitled to pay in lieu for the balance of the notice period.

(c) Redundancy Payments

A weekly employee employed by the Company for more than twelve months whose employment is terminated by the Company and who is made redundant shall receive at the time of his or her termination payments calculated in accordance with the following:

(i) Severance Payment

4 weeks ordinary pay.

(ii) Redundancy Payment


Employees shall receive 4 weeks redundancy payment for each completed year of service.

(iii) Maximum Payment

The maximum payment to be made to an employee as a consequence of the prescribed severance payment and redundancy payment shall be 75 weeks ordinary pay.

"Ordinary pay" shall mean an employees ordinary rate of pay as set out in Clause 10 of this Agreement payable in respect of ordinary hours of work.

(d) Other Benefits

- 
- (i) Pro-rata long service leave payments shall be made to a weekly employee with 5 or more completed years of service with the Company.
 - (ii) The 17.5% Annual Leave Loading shall be paid in relation to any unused period of annual leave due and in relation to pro-rata leave payments.
 - (iii) Sick leave shall be paid out in accordance with the existing site Agreement relating to the payment of untaken sick leave.
 - (iv) A redundant employee shall receive a written statement of service and a written employment reference.
 - (v) The Company will make available to each redundant employee out placement advice/counselling.

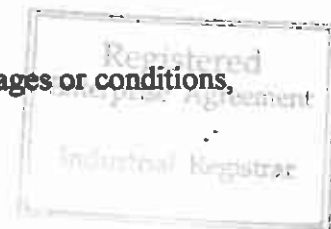
(e) Conditions of Agreement

The operation of this clause is subject to the following conditions being observed:

- (i) It is agreed between the parties that the severance payment and scale of redundancy payments prescribed by this clause are in complete substitution for the provisions prescribed by any relevant Award or right under and relevant statute in relation to periods of notice of termination (or payment in lieu of such notice periods), severance payments and/or redundancy payments.
- (ii) The calculation of all other conditions of employment will be made in accordance with the terms of this Agreement.
- (iii) The parties recognise that casual employees do not have an entitlement to benefits prescribed by this clause.

14 - NO EXTRA CLAIMS

The employees and the Unions undertake not to pursue any extra claims in wages or conditions, either award or overaward, for the duration of the Agreement.

**15 - NOT TO BE USED AS A PRECEDENT**

The Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

16 - MONITORING AND RENEWAL OF AGREEMENT

The Enterprise Consultative Committee shall continuously monitor the application of the Agreement to ensure its effective implementation and the achievement of the Agreed Objectives set out in Clause 6.

The parties agree that negotiations to review the Agreement will commence two months prior to the expiry date of the Agreement.

17 - ENDORSEMENT OF AGREEMENT

The signatories below accept the terms of the Fielders Starches - Tamworth Agreement on behalf of their organisations and endorse its terms and in doing so declare that the Agreement is not entered into under duress by any party to it:-

Signed on the 19TH day of JUNE 1997,

1. For and on behalf of **STARCH AUSTRALASIA LIMITED (A.C.N. 003 780 229) trading as FIELDERS STARCHES - TAMWORTH**



Mr. Henry Segerius
Manager, Fielders Starches Tamworth

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2. For and on behalf of the **NATIONAL UNION OF WORKERS, NSW Branch**



Mr Frank Belan
Secretary - NSW Branch

3. For and on behalf of the **CONSTRUCTION FORESTRY MINING AND ENERGY UNION**



Mr. Andrew Ferguson
Secretary - NSW Branch

4. For and on behalf of the **ELECTRICAL TRADES UNION OF AUSTRALIA, NSW Branch**



Mr. Bert Schmidt
Secretary - NSW Branch

5. For and on behalf of **The AWU-FIME Amalgamated Union NSW**



Mr. Russ Collison
Secretary - NSW Branch