

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA05/313

TITLE: Penford Australia Limited - Tamworth Enterprise Agreement 2004

I.R.C. NO: IRC5/2976

DATE APPROVED/COMMENCEMENT: 23 June 2005 / 1 October 2005

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA02/353.

GAZETTAL REFERENCE: 23 December 2005

DATE TERMINATED:

NUMBER OF PAGES: 34

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees at the starch plant operated, employed by Penford Australia Limited, located at 176-182 Marius Street, Tamworth, who fall within the coverage of the Starch Manufacturers, &c. (State) Award, Metal, Engineering and Associated Industries (State) Award, Electricians, &c. (State) Award.

PARTIES: Penford Australia Limited - Tamworth -&- the Electrical Trades Union of Australia, New South Wales Branch, National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales

PENFORD AUSTRALIA LIMITED - TAMWORTH - ENTERPRISE AGREEMENT 2004

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1. Title

This Enterprise Agreement shall be known as the Penford Australia Limited - Tamworth - Enterprise Agreement 2004 (the Agreement).

2. Application of Agreement

The Agreement shall apply at the starch plant operated by Penford Australia Limited, 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, and the Electricians, &c. (State) Award (the Awards).

3. Parties Bound

The Agreement shall be binding on:

- (a) Penford Australia Limited - Tamworth;
- (b) National Union of Workers N.S.W. Branch;
- (c) The Australian Workers Union, N.S.W. Branch;
- (d) Electrical Trades Union of Australia N.S.W. Branch; and
- (e) The employees of the Company employed under the Awards referred to in Clause 0.

4. Date and Period of Operation

The Agreement shall take effect on and from 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 1 October 2004.

The Agreement shall remain in operation until 30 September 2006.

5. 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 safety, quality, productivity, efficiency and profitability of the business while making sure that employees are rewarded for their contribution in achieving these goals.

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

- (a) Replace the site's fourth Enterprise Agreement with this new Agreement;
- (b) Deliver to employees in accordance with Clause 0, a significant improvement in superannuation and wage increases by way of annual adjustments, providing income security in return for the employees' input to achieve continuous improvement in safety, quality, productivity and efficiency.
- (c) During the life of the Agreement the Company, and the employees (with the support of their Unions) will implement specifically agreed to work practice changes at the site as set out in the Agreement, which are developed in accordance with the workplace consultation mechanisms set out in Clause 0.

- (d) During the life of the Agreement the Company, and the employees (with the support of their Unions) will implement, through the workplace consultation mechanisms set out in Clause 0, 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. The parties may review termination payments relating to sick leave, annual leave and long service leave.
- (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 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.
- (g) Skills Enhancement, Job Flexibility and Training - The parties agree to the development and delivery of training programs designed to meet the specific skills required at 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 ongoing.

- (h) The Company and the Employees agree to co-operatively work together through the Employee Relations Team during the life of the Agreement to investigate options for future wage increases to be linked to business and/or employee performance/productivity.

6. Workplace Consultation - Employee Relations Team (ERT)

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 Employee Relations Team (ERT) 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 Agreed Aims and Objectives as set out in Clause 5. In this regard the ERT will identify the issues for its consideration and deliberation.
- (c) The ERT will monitor the effectiveness of agreed productivity measures and work practice changes on an ongoing basis.
- (d) The ERT 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 ERT 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 ERT'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:
- (A) All employees will have the proposed change explained to them and will be given a reasonable opportunity to consider its effect.
 - (B) A vote will then be conducted on the issue. Where agreement is reached with the majority of employees concerned the agreed arrangement shall be committed to writing.
 - (C) Before any arrangement is signed and processed further in accordance with this clause, the proposed arrangement shall be forwarded in writing by the ERT to the appropriate State Secretary of the Union or Unions concerned.
 - (D) The Union/s shall not unreasonably withhold consent to the arrangements agreed upon.
 - (E) 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.
 - (F) The disputes procedure set out in Clause 2 will apply if agreement cannot be reached on a particular issue.

7. Relationship With Awards and Previous Certified Agreements

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, and the Electricians, &c. (State) Award provided that where there is any inconsistency between the terms of an 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 latter shall take precedence over the Award.

Any work practice changes or work arrangements introduced at a site for the purpose of improving productivity and efficiency under previous Enterprise Agreements (i.e. the Fielders Starches - Tamworth - Productivity Bargaining Agreement 1994, Fielders Starches - Tamworth - Productivity Improvement Agreement 1996; the Fielders Starches - Tamworth - Productivity Improvement Agreement 1998) and the Fielders Starches - Tamworth - Productivity Improvement Agreement 2000 shall continue to operate under the terms of this Agreement, unless and until it is otherwise agreed to alter them in accordance with Clause 0, Workplace Consultation - E.R.T.

8. Specific Changes to Be Introduced at the Site

The following new arrangements will be incorporated at the site from the commencement of operation of this Agreement:

8.1 Production Employees 7 Day Continuous Shiftwork

The following provisions shall apply to production employees/operators who are employed under the Starch Manufacturers (State) Award.

- (a) It is agreed that employees will perform work over a 7 day continuous shiftwork roster where four shifts of employees will work 12 hours each shift. Payment for work will be by way of an Annualised wage.
- (b) Employees will ensure that the factory is at all times manned to meet the needs of the business.
- (c) Employees will work overtime to maintain manning levels to cover for all absences, including absences arising from sick leave, annual leave and training courses. The focus will always be to meet our customers needs. No additional monies will be paid for overtime.

- (d) Each team shall meet every 4 weeks (Production teams on their day off) for 4 hours. All team meetings and any compulsory training will be scheduled for this 4 hour period. Employees will be required to attend unless they have a legitimate excuse.
- (e) "Call-ins" are part of and are covered by the Annualised wage and no additional monies will be paid for call-ins.
- (f) Those employees who work on a public holiday will be entitled to a day off in lieu at a time agreeable to his/her team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated the same as if the holiday were to fall on an unworked Saturday.
- (g) Sick leave will be 84 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirement of the Award.
- (h) Annual leave will be 192 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (i) There will be no RDO's as the production operators will be working four shifts on and four shifts off.
- (j) Anyone attending a training course, including training for another operating position, which falls on a day off will not be paid any additional wages as additional hours have been included in the Annualised Wage to cover these events. The parties specifically recognise that time spent by employees attending "Teams Training" courses is included in the Annualised Wage. Time spent on "Teams Training" courses will be capped at 2 days per annum.
- (k) Details of the components and calculation of the Annualised wage are set out in "Schedule A" of the Agreement.
- (l) A week's proportion of the Annualised wage will be paid weekly by Electronic Funds Transfer (EFT) to an employee's nominated bank or credit union account.

An employee who holds the appropriate first aid certificate(s) will receive an annual allowance of \$375.96 per annum. (\$7.23 per week).
- (m) In the event of redundancies, an employee's benefits will be as prescribed by the redundancy agreement, with redundancy payments being based on the Weekly Base Wage, excluding overtime, shift allowance and leave loading.

8.2 Farm Employees 7 Day Coverage

The following provisions shall apply to the Company's employees employed at its Scotts Road farm site.

- (a) Employees will ensure seven day coverage by a combination of day work and "on-call" availability, which will be agreed to by the Company and the Farm employees. Overtime is part of the Annualised wage and no additional monies will be paid for overtime.
- (b) "Call-ins" are part of and are covered by the Annualised wage and no additional monies will be paid for call-ins.
- (c) Those farm employees who work on a public holiday will be entitled to a day off in lieu at a time agreeable to his/her team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated the same as if the holiday were to fall on an unworked Saturday.
- (d) Sick leave will be 76 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirement of the Award.

- (e) Annual leave will be 152 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (f) RDO's will equal 104 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (g) Details of the components and calculation of the Annualised wage are set out in "Schedule B" of the Agreement.
- (h) A week's proportion of the Annualised wage will be paid weekly by Electronic Funds Transfer (EFT) to an employee's nominated bank or credit union account.

A farm employee who holds the appropriate first aid certificate(s) will have his/her Annualised wage increased by \$375.96 per annum. (\$7.23 per week).

8.3 Fitters 24 Hour, 7 Day Coverage

The following provisions shall apply to the mechanical maintenance trades employees:

- (a) Employees will ensure twenty-four hour engineering coverage, seven days per week by a combination of, shiftwork, day work and "on-call" availability, which will be agreed to between the Company and the mechanical maintenance trades employees. Overtime is part of the Annualised wage and no additional monies will be paid for overtime.
- (b) Employees will work overtime to maintain manning levels to cover for all absences, including absences arising from sick leave, annual leave and training courses. The focus will always be to meet our customers needs. Overtime is part of and covered by the Annualised wage and no additional monies will be paid for overtime.
- (c) Each team shall meet every 4 weeks for 4 hours. All team meetings and any compulsory training will be scheduled for this 4 hour period. Employees will be required to attend unless they have a legitimate excuse.
- (d) "Call-ins" are part of and are covered by the Annualised wage and no additional monies will be paid for call-ins.
- (e) Those employees who work on a public holiday will be entitled to a day off in lieu at a time agreed to by the employee's team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated in the same way as a holiday that falls on an unworked Saturday.
- (f) Sick leave will be 72 hours for each 12 months of service and paid at the new weekly annualised wage on an hourly basis in accordance with the requirement of the Award.
- (g) Annual leave will be 192 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (h) There will be no RDO's as the fitters Annualised wage provides for 24 hour seven day coverage.
- (i) Anyone attending a training course, which falls on a day off will not be paid any additional wages as additional hours have been included in the Annualised Wage to cover these events. The parties specifically recognise that time spent by employees attending "Teams Training" courses is included in the Annualised Wage. Time spent on "Teams Training" courses will be capped at 2 days per annum.
- (j) Details of the components and calculation of the Annualised wage are set out in "Schedule C" of the Agreement.

(k) A week's proportion of the Annualised wage will be paid weekly by Electronic Funds Transfer (EFT) to a nominated bank or credit union account.

(l) A fitter who holds the appropriate power tool certificate(s) will have his/her Annualised wage increased by \$218.40 per annum, paid on a weekly pro-rata basis.

A fitter who holds the appropriate first aid certificate(s) will have his/her Annualised wage increased by \$375.96 per annum. (\$7.23 per week).

8.4 Greaser and Apprentice Fitters

The following provisions shall apply to the Greaser and to the Apprentice Fitter employees:

(a) Overtime is part of and covered by the Annualised wage and no additional monies will be paid for overtime.

(b) "Call-ins" are part of and covered by the Annualised wage and no additional monies will be paid for call-ins.

(c) An employee attending a training course, including training for another operating position, which falls on a day off will not be paid any additional wages as additional hours have been included in the Annualised Wage to cover these events. The parties specifically recognise that time spent by employees attending "Teams Training" courses is included in the Annualised Wage. Time spent on "Teams Training" courses will be capped at 2 days per annum.

(d) Those employees who work on a public holiday will be entitled to a day off in lieu at a time agreeable to his/her team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated the same as if the holiday were to fall on an unworked Saturday.

(e) Sick leave will be 68.4 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirement of the Award.

(f) Annual leave will be 152 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.

(g) RDO's will equal 104 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.

(h) Details of the components and calculation of the Annualised wage are set out in "Schedule D" of the Agreement.

An employee who holds the appropriate first aid certificate(s) will have his/her Annualised wage increased by \$375.96 per annum. (\$7.23 per week).

8.5 Electricians 24 Hour, 7 Day Coverage

The following provisions shall apply to electrical tradespersons employed at the site.

(a) Employees will ensure twenty-four hour electrical maintenance coverage, seven days per week by a combination of day work and "on-call" availability, which will be agreed to by the site parties.

(b) Employees will work overtime to maintain manning levels to cover for all absences, including absences arising from sick leave, annual leave and training courses. The focus will always be to meet our customers needs. Overtime is part of and covered by the Annualised wage and no additional monies will be paid for overtime.

- (c) "Call-ins" are part of and covered by the Annualised wage and no additional monies will be paid for call-ins.
- (d) Those employees who work on a public holiday or who are "on call" on a public holiday will be entitled to a day off in lieu at a time agreeable to his/her team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated the same as if the holiday were to fall on an unworked Saturday.
- (e) Sick leave will be 68.4 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirement of the Award.
- (f) Annual leave will be 152 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (g) RDO's will equal 104 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (h) Anyone attending a training course which falls on a day off will not be paid any additional wages as additional hours have been included in the Annualised Wage to cover these events. The parties specifically recognise that time spent by employees attending "Teams Training" courses is included in the Annualised Wage. Time spent on "Teams Training" courses will be capped at 2 days per annum.
- (i) Details of the components and calculation of the Annualised wage are set out in "Schedule E." of the Agreement.
- (j) A week's proportion of the Annualised wage will be paid weekly by Electronic Funds Transfer (EFT) to an employee's nominated bank or credit union account.
- (k) An electrician who holds the appropriate power tool certificate(s) will have his/her Annualised wage increased by \$218.40 per annum, paid on a weekly pro-rata basis.

An electrician who holds the appropriate first aid certificate(s) will have his/her Annualised wage increased by \$375.96 per annum. (\$7.23 per week).

8.6 Electrical Apprentices

The following provisions shall apply to apprentice electricians.

- (a) Overtime is part of and covered by the Annualised wage and no additional monies will be paid for overtime.
- (b) "Call-ins" are part of and covered by the Annualised wage and no additional monies will be paid for call-ins.
- (c) An employee attending a training course, including training for another operating position, which falls on a day off will not be paid any additional wages as additional hours have been included in the Annualised Wage to cover these events. The parties specifically recognise that time spent by employees attending "Teams Training" courses is included in the Annualised Wage. Time spent on "Teams Training" courses will be capped at 2 days per annum.
- (d) Those apprentices who work on a public holiday will be entitled to a day off in lieu at a time agreeable to his team. Where a public holiday falls on a day an employee is not scheduled to work the employee will not get paid for the public holiday as the day will be treated the same as if the holiday were to fall on an unworked Saturday.
- (e) Sick leave will be 60.8 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirement of the Award.

- (f) Annual leave will be 152 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.
- (g) RDO's will equal 104 hours for each 12 months of service and paid at the new Annualised wage on an hourly basis in accordance with the requirements of the Award.\
- (h) Details of the components and calculation of the Annualised wage are set out in "Schedule F" of the Agreement.

An apprentice who holds the appropriate first aid certificate(s) will have his/her Annualised wage increased by \$375.96 per annum. (\$7.23 per week).

8.7 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 on the following basis:
 - 1. Untaken sick leave accumulated prior to 1st August 2000 will be paid based on the employee's Weekly Base Wage (excluding overtime, shift allowance and annual leave loading).
 - 2. Untaken sick leave accumulated on or after 1st August 2000 will be paid based on the employee's Weekly Annualised Wage (including overtime, shift allowance and annual leave loading).
- (ii) If an employee elects to receive payment for untaken sick leave under clause 0, such payment shall be made on the last pay day before Christmas.
- (iii) The Company's "Common Sick Leave Year" shall be the period from 1 January to 31 December.

(b) Payment of Untaken Sick Leave on Termination:

- (i) Subject to clause 1.1(a)(ii) below, employees shall be paid out all accumulated untaken sick leave at the time of termination of employment on the following basis:
 - 1. Untaken sick leave accumulated prior to 1st August 2000 will be paid based on the employee's Weekly Base Wage, (excluding overtime, shift allowance and annual leave loading).
 - 2. Untaken sick leave accumulated on or after 1st August 2000 will be paid based on the employee's Weekly Annualised Wage (including overtime, shift allowance and annual leave loading).
- (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.

8.8 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 based on the employee's Weekly Base Wage, excluding overtime, shift allowance and annual leave loading.

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

8.9 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.

8.10 Payment of untaken annual leave and long service leave on termination

Employees shall be paid out all accumulated untaken annual leave and long service leave at the time of termination of employment based on the employee's Weekly Base Wage, excluding overtime, shift allowance and annual leave loading.

9. Wage Increases and Related Benefits

9.1 Annualised Wages

- (a) Following the certification of the Agreement a system of annualised wages shall apply as per attached "Schedules A to G" and will be paid to employees for their ongoing acceptance of and commitment to the achievement of the Agreed Aims and Objectives of the Agreement, the application of the Agreement to continuously improve safety, quality and productivity of the site and the relevant provisions of Clause 0.
- (b) Employees will receive a 2.5% increase in the Annualised Wage from the first pay period commencing on or after 1st April 2005.
- (c) Employees will receive a further 2.5% increase in the Annualised Wage from the first full pay period commencing on or after 1 April 2006. Subject to review in November 2005.
- (d) Each of the two wage increases prescribed by clause 0 and 0 is a prepayment in consideration of and to be offset against the employees' efforts to continuously improve safety, quality and productivity of the site.

9.2 Superannuation

- (a) A 10% superannuation allowance based on the Annualised wage, excluding meal Allowance, shall be paid by the Company. Of this sum the legislative minimum (currently 9%) must be paid into a superannuation fund. This arrangement will be effective from the first full pay period commencing on or after 1st August 2000, being the expiry date of the 3rd Enterprise Agreement.

In addition an employee may choose to sacrifice wages to increase superannuation to a level greater than 10% of their Annualised wage.

By written mutual agreement between the individual employee and the Company, the employee may elect to divert a portion of their wages to non cash items. The company shall inform the employees of the availability of this facility. Where the employee seeks to initiate the use of this facility he or she shall provide a written notice to the company.

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

In the event of an employee utilising this option for the purpose of making superannuation contributions, the amount available will be subject to the contribution being tax deductible to the Company.

1. The written agreement shall clearly specify the proposed arrangements, including the agreed quantum value of any non wage item, the liability for taxation obligations and administration expenses (if any) which may arise from the arrangement, and the requirements for the termination of the arrangements.
2. The employee shall be afforded the opportunity to take advice on the detail of any proposed written agreement prior to its execution.

9.3 Productivity Improvements

(a) Continuous Improvement:

- (i) As each employees skills and knowledge increases team members will take on roles and share responsibilities within their own team and participate in supporting functions.
- (ii) All employees are responsible for their own safety and are required to fully embrace the Company initiative of implementing safety programs.
- (iii) All employees agree to participate in developing and adhering to the procedures outlined in the ISO9002 Quality and HACCP systems, paying special attention to the timely entering of data into the computer system.
- (iv) Production teams will be responsible for the day to day operational issues. The Asset Management Team will be responsible for maintenance and minor capital improvements. The team coaches will be responsible for supporting the Production teams. The Leadership team shall have responsibility for coordinating the Production, Asset Management team and the strategic direction of the business, large capital expenditure, legal and statutory requirements.
- (v) Teams will have team captains appointed from volunteers and vice captains selected by their team, they will be supported by specialists and/or professionals who will coach and provide advice to teams to allow them to perform really well.
- (vi) Teams will have six monthly team reviews to gauge the progress and to set goals. The ERT will review the outcomes of these team reviews and develop action plans to implement improvements.

(b) Definition of Productivity

- (i) 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.
- (ii) 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.

9.4 Adjustment of Allowances

(a) First Aid Allowance

An employee who holds the appropriate first aid certificate(s) will receive an annual allowance of \$375.96 per annum. (\$7.23 per week)

(b) Meal Allowance

The meal allowance will be increased in line with CPI Food Index from the first pay period commencing on or after 1st October each year for the life of the Agreement.

10. 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 Leadership team member 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 Leadership team member 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 Operations Manager. If the matter remains unresolved follow Step 4.

Step 4.

The matter is to be discussed between the Department Manager, the Operations 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.

11. Disciplinary Procedure

The parties to the Agreement shall observe the following Disciplinary Procedure.

11.1 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
- Breaches of Company policies, such as the Drug and Alcohol Policy
- Excessive absenteeism
- Abuse of sick leave entitlement
- No smoking on site

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

(a) 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:

- (i) Nature of alleged poor work performance or unsatisfactory conduct and the specific details.
- (ii) Date/s of alleged poor work performance or unsatisfactory conduct.
- (iii) Date and time of the interview.
- (iv) 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.

(b) 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.

(c) Dismissal

(i) 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.

(ii) Instant Dismissal

The above procedures dealing with poor work performance or unsatisfactory conduct 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, smoking on site, inefficiency or neglect of duty.

In such circumstances the following procedure should be followed:

- (A) An investigation should be conducted to establish the facts.
- (B) The employee shall be interviewed in the presence of another member of Management and be informed of the alleged misconduct.
- (C) 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 0 above.
- (D) At the time of the interview the employee should be informed of the details of the alleged misconduct and be given the opportunity to explain his/her actions or refute the alleged misconduct.
- (E) If no satisfactory explanation is provided by the employee, the employee shall be dismissed.
- (F) The employee should be notified in writing of the dismissal and the reasons for same. If the employee is a member of the Union and the employee agrees, the Union delegate should be notified as soon as practicable that this course of action is to be taken.

12. Redundancy

12.1 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 ERT for consideration.

12.2 Selection Criteria

- (a) The Selection Criteria to be used to identify the employees to be made redundant will be those prescribed by the "General Competency Assessment Criteria - Penford Tamworth Starch Plant" which is set out in Schedule G and H of the Agreement.
- (b) 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.

12.3 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:

- (a) 8 weeks general notice of intended redundancies will be provided to the employee(s) concerned and the relevant Union.
- (b) 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.

12.4 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/her termination payments calculated in accordance with the following:

- (a) Severance Payment

4 weeks ordinary pay (based on the Weekly Base Wage, excluding overtime, shift allowance and annual leave loading)

- (b) Redundancy Payment

Employees shall receive 4 weeks redundancy payment for each completed year of service. (based on the Weekly Base Wage, excluding overtime, shift allowance and annual leave loading)

(c) 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 based on the Weekly Base Wage.

"Weekly Base Wage" shall mean an employee's Weekly Base Wage as set out in "Schedule A to G" of this Agreement.

12.5 Other Benefits

- (a) Pro-rata long service leave payments shall be made to a weekly employee with 5 or more completed years of service with the Company (based on the Weekly Base Wage, excluding overtime, shift allowance and annual leave loading).
- (b) Sick leave shall be paid out in accordance with the existing site Agreement relating to the payment of untaken sick leave.
- (c) A redundant employee shall receive a written statement of service.
- (d) The Company will make available to each redundant employee outplacement advice/counselling.

12.6 Conditions of Agreement

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

- (a) 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.
- (b) The calculation of all other conditions of employment will be made in accordance with the terms of this Agreement.
- (c) The parties recognise that casual employees do not have an entitlement to benefits prescribed by this clause.

13. 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.

14. 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.

15. Monitoring and Renewal of Agreement

The Employee Relations Team shall continuously monitor the application of the Agreement to ensure its effective implementation and the achievement of the Agreed Objectives set out in Clause 5.

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

16. Endorsement of Agreement

The signatories below accept the terms of the Penford Australia Limited - Tamworth - Enterprise Agreement 2002 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 8th day of June 2005,

1. For and on behalf of PENFORD AUSTRALIA LIMITED - TAMWORTH

Mr Henry Segerius
Operations Manager - Tamworth

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

Mr Derrick Belan
Secretary - NSW Branch

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

Mr Bernie Riordan
Secretary - NSW Branch

4. For and on behalf of the AUSTRALIAN WORKERS UNION, NSW Branch

Mr Russ Collison
Secretary - NSW Branch

SCHEDULE A - PART 1

	Weekly	Annual
Entry level Operator (101)		
O/T	9	
Hourly rate	\$15.3536	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$17.7127	
Weekly Base Wage (Hourly rate x 38)	\$583.44	
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$318.83	
Weekly shift allowance	\$89.71	
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$9.86	
Weekly wage	\$1,001.83	\$52,095.31
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,040.35	\$54,098.33
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$100.18	\$5,209.53
Total	\$1,140.54	\$59,307.86
Operator Level One (102)		
O/T	9	
Hourly rate	\$16.1571	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$18.5162	
Weekly Base Wage (Hourly rate x 38)	\$613.97	31,926.3802
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$333.29	17,331.1772
Weekly shift allowance	\$89.71	4,664.8160
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$10.38	539.5558
Weekly wage	\$1,047.33	54,461.4093
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,085.85	\$56,464.42

Weekly superannuation allowance 10% (0.1 x weekly wage)	\$104.73	\$5,446.14
Total	\$1,190.59	\$61,910.56

Operator Level Two (103)

O/T	9	
Hourly rate	\$18.2867	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$20.6459	
Weekly Base Wage (Hourly rate x 38)	\$694.90	\$36,134.55
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$371.63	19324.52
Weekly shift allowance	\$89.71	\$4,664.82
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$11.74	\$610.67
Weekly wage	\$1,167.97	\$60,734.57
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,206.49	\$62,737.58
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$116.80	\$6,073.46
Total	\$1,323.30	\$68,811.04

SCHEDULE A - PART 2

	Weekly	Annual
Entry level Operator (101)		
O/T	9	
Hourly rate	\$15.7374	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$18.1555	
Weekly Base Wage (Hourly rate x 38)	\$598.02	
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$326.80	
Weekly shift allowance	\$91.95	
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$10.11	
Weekly wage	\$1,026.88	\$53,397.70
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,066.36	\$55,450.78
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$102.69	\$5,339.77
Total	\$1,169.05	\$60,790.55

Operator Level One (102)

O/T	9	
Hourly rate	\$16.5610	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$18.9791	
Weekly Base Wage (Hourly rate x 38)	\$629.32	32,724.5397
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$341.62	17,764.4567
Weekly shift allowance	\$91.95	4,781.4364
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$10.64	553.0447
Weekly wage	\$1,073.52	55,822.9575
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,113.00	\$57,876.05
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$107.35	\$5,582.30
Total	\$1,220.35	\$63,458.34

Operator Level Two (103)

O/T	9	
Hourly rate	\$18.7439	
Hourly overtime rate ((Hourly rate x 38) + \$87.52)/38	\$21.1620	
Weekly Base Wage (Hourly rate x 38)	\$712.27	\$37,037.92
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$380.92	19807.64
Weekly shift allowance	\$91.95	\$4,781.44
Weekly leave loading 17.5% (Hourly rate x 38 x 5 x 0.175)/52	\$12.04	\$625.94
Weekly wage	\$1,197.17	\$62,252.93
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,236.65	\$64,306.02

Weekly superannuation allowance 10% (0.1 x weekly wage)	\$119.72	\$6,225.29
Total	\$1,356.38	\$70,531.31

SCHEDULE B - PART I

Entry level Farmer (111)

O/T	9	
Hourly rate	\$15.3536	
Hourly overtime rate (Hourly rate)	\$15.3536	
Weekly Base Wage (Hourly rate x 38)	\$583.44	
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$276.36	
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$7.88	
Weekly wage	\$867.68	\$45,119.36
Weekly meal allowance (\$10.74 x 26)/52	\$5.50	\$286.00
	\$873.17	\$45,405.36
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$86.78	\$4,512.56
Total	\$959.96	\$49,917.92

Farmer Level One (112)

O/T	9	
Hourly rate	\$16.1571	
Hourly overtime rate (Hourly rate)	\$16.1571	
Weekly Base Wage (Hourly rate x 38)	\$613.97	31,926.3802
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$290.83	\$15,123.02
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$8.29	431.0061327
Weekly wage	\$913.08	\$47,480.41
Weekly meal allowance (\$10.74 x 26)/52	\$5.50	\$286.22
	\$918.59	\$47,766.63
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$91.31	\$4,748.04
Total	\$1,009.89	\$52,514.67

Farmer Level Two (113)

O/T	9	
Hourly rate	\$18.2867	
Hourly overtime rate (Hourly rate)	\$18.2867	
Weekly Base Wage (Hourly rate x 38)	\$694.90	36134.55
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$329.16	17116.37
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$9.38	487.82
Weekly wage	\$1,033.44	\$53,738.74
Weekly meal allowance (\$10.74 x 26)/52	\$5.50	\$286.22
	\$1,038.94	\$54,024.96
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$103.34	\$5,373.87
Total	\$1,142.29	\$59,398.83

SCHEDULE B - PART 2

Entry level Farmer (111)

O/T	9	
Hourly rate	\$15.7374	
Hourly overtime rate (Hourly rate)	\$15.7374	
Weekly Base Wage (Hourly rate x 38)	\$598.02	
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$283.27	
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$8.07	
Weekly wage	\$889.36	\$46,246.72
Weekly meal allowance (\$10.74 x 26)/52	\$5.64	\$293.28
	\$895.00	\$46,540.00
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$88.95	\$4,625.40
Total	\$983.95	\$51,165.40

Farmer Level One (112)

O/T	9	
Hourly rate	\$16.5610	
Hourly overtime rate (Hourly rate)	\$16.5610	
Weekly Base Wage (Hourly rate x 38)	\$629.32	32,724.5397
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$298.10	\$15,501.10
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$8.50	441.7812860
Weekly wage	\$935.91	\$48,667.42
Weekly meal allowance (\$10.74 x 26)/52	\$5.64	\$293.38
	\$941.55	\$48,960.80
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$93.59	\$4,866.74
Total	\$1,035.13	\$53,827.54

Farmer Level Two (113)

O/T	9	
Hourly rate	\$18.7439	
Hourly overtime rate (Hourly rate)	\$18.7439	
Weekly Base Wage (Hourly rate x 38)	\$712.27	37037.92
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$337.39	17544.28
Weekly leave loading 17.5% (Hourly rate x 38 x 4 x 0.175)/52	\$9.62	500.01
Weekly wage	\$1,059.27	\$55,082.21
Weekly meal allowance (\$10.74 x 26)/52	\$5.64	\$293.38
	\$1,064.92	\$55,375.58
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$105.93	\$5,508.22
Total	\$1,170.84	\$60,883.80

SCHEDULE C - PART 1

	Weekly	Annual
C10 Fitter (121)		
O/T	9	
Hourly rate	\$19.1666	
Hourly overtime rate ((Hourly rate x 38) + \$106.58)/38	\$22.0358	
Weekly Base Wage (Hourly rate x 38)	\$728.33	37873.16
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$396.64	20625.47
Weekly shift allowance	\$109.25	5680.97
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$12.31	640.06
Weekly wage	\$1,246.53	64819.66
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,285.05	66822.67
Weekly superannuation allowance (0.1 x weekly wage)	\$124.65	6481.97
Total	\$1,409.70	73304.64
C9 Fitter (122)		
O/T	9	
Hourly rate	\$20.1230	
Hourly overtime rate ((Hourly rate x 38) + \$107.6)/38	\$23.1452	
Weekly Base Wage (Hourly rate x 38)	\$764.67	39763.06
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$416.61	21663.92
Weekly shift allowance	\$114.70	5964.46
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$12.92	672.00
Weekly wage	\$1,308.91	68063.44
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,347.43	70066.45
Weekly superannuation allowance (0.1 x weekly wage)	\$130.89	6806.34
Total	\$1,478.32	76872.79

C8 Fitter (123)		
O/T	9	
Hourly rate	\$21.0793	
Hourly overtime rate ((Hourly rate x 38) + \$112.71)/38	\$24.2419	
Weekly Base Wage (Hourly rate x 38)	\$801.01	41652.76
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$436.35	22690.39
Weekly shift allowance	\$120.15	6247.91
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$13.54	703.93
Weekly wage	\$1,371.06	71294.99
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,409.58	73298.00
Weekly superannuation allowance (0.1 x weekly wage)	\$137.11	7129.50
Total	\$1,546.68	80427.50

C7 Fitter (124)		
O/T	9	
Hourly rate	\$22.0358	
Hourly overtime rate ((Hourly rate x 38) + \$117.83)/38	\$25.3513	
Weekly Base Wage (Hourly rate x 38)	\$837.36	43542.66
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$456.32	23728.84
Weekly shift allowance	\$125.60	6531.40
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$14.15	735.87
Weekly wage	\$1,433.44	74538.77
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,471.96	76541.78
Weekly superannuation allowance (0.1 x weekly wage)	\$143.34	7453.88
Total	\$1,615.31	83995.66

C6 Fitter (126)		
O/T	9	
Hourly rate	\$23.0049	
Hourly overtime rate ((Hourly rate x 38) + \$123.00)/38	\$26.4608	
Weekly Base Wage (Hourly rate x 38)	\$874.19	45457.67
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$476.29	24767.29
Weekly shift allowance	\$131.13	6818.65
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$14.77	768.23
Weekly wage	\$1,496.38	77811.85
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,534.90	79814.87
Weekly superannuation allowance (0.1 x weekly wage)	\$149.64	7781.19
Total	\$1,684.54	87596.05

SCHEDULE C - PART 2

C10 Fitter (121)		
O/T	9	
Hourly rate	\$19.6457	
Hourly overtime rate ((Hourly rate x 38) + \$106.58)/38	\$22.5867	
Weekly Base Wage (Hourly rate x 38)	\$746.54	38819.99
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$406.56	21141.11
Weekly shift allowance	\$111.98	5823.00
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$12.62	656.06
Weekly wage	\$1,277.70	66440.15
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,317.18	68493.24
Weekly superannuation allowance (0.1 x weekly wage)	\$127.77	6644.01
Total	\$1,444.95	75137.25

C9 Fitter (122)

O/T	9	
Hourly rate	\$20.6261	
Hourly overtime rate ((Hourly rate x 38) + \$107.6)/38	\$23.7238	
Weekly Base Wage (Hourly rate x 38)	\$783.79	40757.13
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$427.03	22205.52
Weekly shift allowance	\$117.57	6113.57
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$13.25	688.80
Weekly wage	\$1,341.64	69765.02
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,381.12	71818.11
Weekly superannuation allowance (0.1 x weekly wage)	\$134.16	6976.50
Total	\$1,515.28	78794.61

C8 Fitter (123)

O/T	9	
Hourly rate	\$21.6063	
Hourly overtime rate ((Hourly rate x 38) + \$112.71)/38	\$24.8479	
Weekly Base Wage (Hourly rate x 38)	\$821.04	42694.07
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$447.26	23257.65
Weekly shift allowance	\$123.16	6404.11
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$13.88	721.53
Weekly wage	\$1,405.33	73077.36
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,444.82	75130.45
Weekly superannuation allowance (0.1 x weekly wage)	\$140.53	7307.74
Total	\$1,585.35	82438.19

C7 Fitter (124)

O/T	9	
Hourly rate	\$22.5867	
Hourly overtime rate ((Hourly rate x 38) + \$117.83)/38	\$25.9851	
Weekly Base Wage (Hourly rate x 38)	\$858.29	44631.22
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$467.73	24322.06
Weekly shift allowance	\$128.74	6694.68
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$14.51	754.27
Weekly wage	\$1,469.27	76402.24
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,508.76	78455.32
Weekly superannuation allowance (0.1 x weekly wage)	\$146.93	7640.22
Total	\$1,655.69	86095.55

C6 Fitter (126)

O/T	9	
Hourly rate	\$23.5800	
Hourly overtime rate ((Hourly rate x 38) + \$123.00)/38	\$27.1223	
Weekly Base Wage (Hourly rate x 38)	\$896.04	46594.11
Weekly overtime (Hourly overtime rate x 2 x O/T)	\$488.20	25386.48
Weekly shift allowance	\$134.41	6989.12
Weekly leave loading (Hourly rate x38 x 5 x 0.175)/52	\$15.14	787.44
Weekly wage	\$1,533.79	79757.15
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,573.27	81810.24
Weekly superannuation allowance (0.1 x weekly wage)	\$153.38	7975.71
Total	\$1,726.65	89785.95

SCHEDULE D - PART 1

C11 Greaser Base Rate (135)

O/T	7	
Hourly rate	\$17.6363	
Weekly Base Wage (Hourly rate x 38)	\$670.18	34849.23
Weekly overtime (Hourly rate x 2 x O/T)	\$246.91	12839.19
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$9.05	470.46
Weekly wage	\$926.13	48158.89
Weekly meal allowance	\$11.13	578.84
	\$937.26	48737.73
Weekly superannuation allowance (0.1 x weekly wage)	\$92.61	4815.89
Total	\$1,029.88	53553.62

1yr Apprentice Fitter (131)

O/T	6	
Hourly rate	\$8.8802	
Weekly Base Wage (Hourly rate x 38)	\$337.45	
Weekly overtime (Hourly rate x 2 x O/T)	\$106.56	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$4.56	
Weekly wage	\$448.57	23325.38
Weekly meal allowance	\$11.13	578.84
	\$459.70	23904.22
Weekly superannuation allowance (0.1 x weekly wage)	\$44.86	2332.54
Total	\$504.55	26236.76

2yr Apprentice Fitter (132)

O/T	6	
Hourly rate	\$10.7329	
Weekly Base Wage (Hourly rate x 38)	\$407.85	
Weekly overtime (Hourly rate x 2 x O/T)	\$128.79	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$5.51	
Weekly wage	\$542.15	28191.79
Weekly meal allowance	\$11.13	578.84
	\$553.28	28770.63
Weekly superannuation allowance (0.1 x weekly wage)	\$54.21	2819.18
Total	\$607.50	31589.81

3yr Apprentice Fitter (133)

O/T	6	
Hourly rate	\$14.4992	
Weekly Base Wage (Hourly rate x 38)	\$550.97	
Weekly overtime (Hourly rate x 2 x O/T)	\$173.99	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$7.44	
Weekly wage	\$732.40	38084.81
Weekly meal allowance	\$11.13	578.84
	\$743.53	38663.64
Weekly superannuation allowance (0.1 x weekly wage)	\$73.24	3808.48
Total	\$816.77	42472.12

4yr Apprentice Fitter (134)

O/T	7	
Hourly rate	\$17.3047	
Weekly Base Wage (Hourly rate x 38)	\$657.58	
Weekly overtime (Hourly rate x 2 x O/T)	\$242.27	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$8.88	
Weekly wage	\$908.72	47253.43
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$947.24	49256.45

Weekly superannuation allowance (0.1 x weekly wage)	\$90.88	4725.86
Total	\$1,038.12	53982.31

SCHEDULE D - PART 2

	Weekly	Annual
C11 Greaser Base Rate (135)		
O/T	7	
Hourly rate	\$18.0772	
Weekly Base Wage (Hourly rate x 38)	\$686.93	35720.47
Weekly overtime (Hourly rate x 2 x O/T)	\$253.08	13160.17
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$9.27	482.23
Weekly wage	\$949.29	49362.86
Weekly meal allowance	\$11.41	593.31
	\$960.70	49956.17
Weekly superannuation allowance (0.1 x weekly wage)	\$94.93	4936.29
Total	\$1,055.62	54892.46
1yr Apprentice Fitter (131)		
O/T	6	
Hourly rate	\$9.1022	
Weekly Base Wage (Hourly rate x 38)	\$345.88	
Weekly overtime (Hourly rate x 2 x O/T)	\$109.23	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$4.67	
Weekly wage	\$459.78	23908.52
Weekly meal allowance	\$11.41	593.31
	\$471.19	24501.83
Weekly superannuation allowance (0.1 x weekly wage)	\$45.98	2390.85
Total	\$517.17	26892.68
2yr Apprentice Fitter (132)		
O/T	6	
Hourly rate	\$11.0012	
Weekly Base Wage (Hourly rate x 38)	\$418.05	
Weekly overtime (Hourly rate x 2 x O/T)	\$132.01	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$5.64	
Weekly wage	\$555.70	28896.59
Weekly meal allowance	\$11.41	593.31
	\$567.11	29489.90
Weekly superannuation allowance (0.1 x weekly wage)	\$55.57	2889.66
Total	\$622.68	32379.55
3yr Apprentice Fitter (133)		
O/T	6	
Hourly rate	\$14.8617	
Weekly Base Wage (Hourly rate x 38)	\$564.75	
Weekly overtime (Hourly rate x 2 x O/T)	\$178.34	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$7.62	
Weekly wage	\$750.71	39036.93
Weekly meal allowance	\$11.41	593.31
	\$762.12	39630.23
Weekly superannuation allowance (0.1 x weekly wage)	\$75.07	3903.69
Total	\$837.19	43533.93
4yr Apprentice Fitter (134)		
O/T	7	
Hourly rate	\$17.7373	
Weekly Base Wage (Hourly rate x 38)	\$674.02	

Weekly overtime (Hourly rate x 2 x O/T)	\$248.32	
Weekly leave loading (Hourly rate x38 x 4 x 0.175)/52	\$9.10	
Weekly wage	\$931.44	48434.77
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$970.92	50487.86
Weekly superannuation allowance (0.1 x weekly wage)	\$93.15	4844.00
Total	\$1,064.07	55331.86

SCHEDULE E - PART 1

	Weekly	Annual
C10 Electrician (058)		
O/T	9	
Hourly rate	\$21.6756	
Weekly Base Wage (Hourly rate x 38)	\$823.67	
Weekly overtime (Hourly rate x 2 x O/T)	\$390.16	
Weekly standby allowance	\$130.70	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$11.12	
Weekly wage	\$1,355.65	\$70,493.77
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,394.17	\$72,496.78
Weekly superannuation allowance (0.1 x weekly wage)	\$135.56	\$7,049.38
Total	\$1,529.73	\$79,546.16
C9 Electrician (053)		
O/T	9	
Hourly rate	\$22.7625	
Weekly Base Wage (Hourly rate x 38)	\$864.97	
Weekly overtime (Hourly rate x 2 x O/T)	\$409.72	
Weekly standby allowance	\$130.70	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$11.68	
Weekly wage	\$1,417.07	\$73,687.84
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,455.59	\$75,690.86
Weekly superannuation allowance (0.1 x weekly wage)	\$141.71	\$7,368.78
Total	\$1,597.30	\$83,059.64
C8 Electrician (050)		
O/T	9	
Hourly rate	\$23.8988	
Weekly Base Wage (Hourly rate x 38)	\$908.15	47224.02
Weekly overtime (Hourly rate x 2 x O/T)	\$430.18	22369.27
Weekly standby allowance	\$130.70	6796.28
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$12.26	637.52
Weekly wage	\$1,481.29	\$77,027.11
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$1,519.81	\$79,030.12
Weekly superannuation allowance (0.1 x weekly wage)	\$148.13	\$7,702.71
Total	\$1,667.94	\$86,732.83
C7 Electrician (143)		
O/T	9	
Hourly rate	\$24.9179	
Weekly Base Wage (Hourly rate x 38)	\$946.88	49237.68
Weekly overtime (Hourly rate x 2 x O/T)	\$448.52	23323.11
Weekly standby allowance	\$130.70	6796.28
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$12.78	664.71
Weekly wage	\$1,538.88	80021.78

Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,577.40	82024.79
Weekly superannuation allowance (0.1 x weekly wage)	\$153.89	8002.18
Total	\$1,731.29	90026.97

C6 Electrician (144)

O/T	9	
Hourly rate	\$26.0145	
Weekly Base Wage (Hourly rate x 38)	\$988.55	51404.65
Weekly overtime (Hourly rate x 2 x O/T)	\$468.26	24349.57
Weekly standby allowance	\$130.70	6796.28
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$13.35	693.96
Weekly wage	\$1,600.86	83244.47
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	2003.01
	\$1,639.37	85247.48
Weekly superannuation allowance (0.1 x weekly wage)	\$160.09	8324.45
Total	\$1,799.46	93571.93

SCHEDULE E - PART 2

C10 Electrician (058)

O/T	9	
Hourly rate	\$22.2175	
Weekly Base Wage (Hourly rate x 38)	\$844.26	
Weekly overtime (Hourly rate x 2 x O/T)	\$399.91	
Weekly standby allowance	\$133.97	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$11.40	
Weekly wage	\$1,389.54	\$72,256.11
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,429.02	\$74,309.20
Weekly superannuation allowance (0.1 x weekly wage)	\$138.95	\$7,225.61
Total	\$1,567.98	\$81,534.81

C9 Electrician (053)

O/T	9	
Hourly rate	\$23.3315	
Weekly Base Wage (Hourly rate x 38)	\$886.60	
Weekly overtime (Hourly rate x 2 x O/T)	\$419.97	
Weekly standby allowance	\$133.97	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$11.97	
Weekly wage	\$1,452.50	\$75,530.04
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,491.98	\$77,583.13
Weekly superannuation allowance (0.1 x weekly wage)	\$145.25	\$7,553.00
Total	\$1,637.23	\$85,136.13

C8 Electrician (050)

O/T	9	
Hourly rate	\$24.4963	
Weekly Base Wage (Hourly rate x 38)	\$930.86	48404.62
Weekly overtime (Hourly rate x 2 x O/T)	\$440.93	22928.51
Weekly standby allowance	\$133.97	6966.19
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$12.57	653.46
Weekly wage	\$1,518.32	\$78,952.78
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$1,557.81	\$81,005.87
Weekly superannuation allowance (0.1 x weekly wage)	\$151.83	\$7,895.28
Total	\$1,709.64	\$88,901.15

C7 Electrician (143)

O/T	9	
Hourly rate	\$25.5408	
Weekly Base Wage (Hourly rate x 38)	\$970.55	50468.62
Weekly overtime (Hourly rate x 2 x O/T)	\$459.73	23906.19
Weekly standby allowance	\$133.97	6966.19
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$13.10	681.33
Weekly wage	\$1,577.35	82022.32
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,616.83	84075.41
Weekly superannuation allowance (0.1 x weekly wage)	\$157.74	8202.23
Total	\$1,774.57	92277.64

C6 Electrician (144)

O/T	9	
Hourly rate	\$26.6649	
Weekly Base Wage (Hourly rate x 38)	\$1,013.26	52689.77
Weekly overtime (Hourly rate x 2 x O/T)	\$479.97	24958.31
Weekly standby allowance	\$133.97	6966.19
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$13.68	711.31
Weekly wage	\$1,640.88	85325.58
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	2053.09
	\$1,680.36	87378.67
Weekly superannuation allowance (0.1 x weekly wage)	\$164.09	8532.56
Total	\$1,844.45	95911.23

SCHEDULE F - PART 1**1yr Apprentice Electrician (057)**

O/T	6	
Hourly rate	\$8.8372	
Weekly Base Wage (Hourly x 38)	\$335.82	
Weekly overtime (Hourly rate x 2 x O/T)	\$106.05	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$4.53	
Weekly wage	\$446.40	\$23,212.57
Weekly meal allowance	\$11.13	\$578.84
	\$457.53	\$23,791.41
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$44.64	\$2,321.26
Total	\$502.17	\$26,112.67

2yr Apprentice Electrician (056)

O/T	6	
Hourly rate	\$10.7082	
Weekly Base Wage (Hourly x 38)	\$406.91	
Weekly overtime (Hourly rate x 2 x O/T)	\$128.50	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$5.49	
Weekly wage	\$540.90	\$28,126.91
Weekly meal allowance	\$11.13	\$578.84
	\$552.03	\$28,705.74
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$54.09	\$2,812.69
Total	\$606.12	\$31,518.43

3yr Apprentice Electrician (055)

O/T	6	
Hourly rate	\$14.4875	
Weekly Base Wage (Hourly x 38)	\$550.52	
Weekly overtime (Hourly rate x 2 x O/T)	\$173.85	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$7.43	
Weekly wage	\$731.80	\$38,053.84

Weekly meal allowance	\$11.13	\$578.84
	\$742.94	\$38,632.68
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$73.18	\$3,805.38
Total	\$816.12	\$42,438.07

4yr Apprentice Electrician (054)

O/T	7	
Hourly rate	\$17.2664	
Weekly Base Wage (Hourly x 38)	\$656.12	
Weekly overtime (Hourly rate x 2 x O/T)	\$241.73	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$8.86	
Weekly wage	\$906.71	\$47,149.03
Weekly meal allowance (\$10.74 x 3.5)	\$38.52	\$2,003.01
	\$945.23	\$49,152.05
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$90.67	\$4,714.90
Total	\$1,035.90	\$53,866.95

SCHEDULE F - PART 2

1yr Apprentice Electrician (057)

O/T	6	
Hourly rate	\$9.0582	
Weekly Base Wage (Hourly x 38)	\$344.21	
Weekly overtime (Hourly rate x 2 x O/T)	\$108.70	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$4.65	
Weekly wage	\$457.56	\$23,792.89
Weekly meal allowance	\$11.41	\$593.31
	\$468.97	\$24,386.20
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$45.76	\$2,379.29
Total	\$514.72	\$26,765.48

2yr Apprentice Electrician (056)

O/T	6	
Hourly rate	\$10.9759	
Weekly Base Wage (Hourly x 38)	\$417.08	
Weekly overtime (Hourly rate x 2 x O/T)	\$131.71	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$5.63	
Weekly wage	\$554.42	\$28,830.08
Weekly meal allowance	\$11.41	\$593.31
	\$565.83	\$29,423.39
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$55.44	\$2,883.01
Total	\$621.28	\$32,306.40

3yr Apprentice Electrician (055)

O/T	6	
Hourly rate	\$14.8496	
Weekly Base Wage (Hourly x 38)	\$564.29	
Weekly overtime (Hourly rate x 2 x O/T)	\$178.20	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$7.62	
Weekly wage	\$750.10	\$39,005.19
Weekly meal allowance	\$11.41	\$593.31
	\$761.51	\$39,598.50
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$75.01	\$3,900.52
Total	\$836.52	\$43,499.02

4yr Apprentice Electrician (054)

O/T	7	
Hourly rate	\$17.6981	
Weekly Base Wage (Hourly x 38)	\$672.53	
Weekly overtime (Hourly rate x 2 x O/T)	\$247.77	
Weekly leave loading (Hourly rate x 38 x 4 x 0.175)/52	\$9.08	
Weekly wage	\$929.38	\$48,327.76
Weekly meal allowance (\$10.74 x 3.5)	\$39.48	\$2,053.09
	\$968.86	\$50,380.85
Weekly superannuation allowance 10% (0.1 x weekly wage)	\$92.94	\$4,832.78
Total	\$1,061.80	\$55,213.62

SCHEDULE G

GENERAL COMPETENCY ASSESSMENT CRITERIA - PENFORD TAMWORTH STARCH PLANT

The company, having reviewed its future needs at the Tamworth site, has developed the following criteria to describe the people best suited to meet these needs.

These criteria will be used in selection of:

New employees, as part of the recruitment process;

Redundant employees, as part of the redundancy process as outlined in Clause 12 of the EBA.

1. Criteria and Definitions:

Skills/Performance

Ability to work safely, following safe work practices without causing damage to equipment or product, ability to work accurately and in accordance with procedures and work standards, ability to perform consistently.

Ability to be Trained

Demonstrated interest, willingness and ability shown in improving skills and broadening skill base

Communication

Ability to effectively communicate with others within work area and other teams in a manner appropriate for the information being communicated.

Working Together

Ability to work with colleagues and with people in other teams, ability to positively deal with issues and problems, participation in team activities. Listens to all points of view, respects others ideas & views

Attitude

Work towards Company and team goals, targets, change, and protection of company product, without conflict, consistency in attitude. Follows Company policies.

Attendance

At work, on the job. Returns from breaks on time. Arrives at work in time to commence work on time.

2. Redundancy Assessment

- 2.1 The appropriate Team coach in consultation with the Leadership Team independently assesses every production employee on the basis of the selection criteria.
- 2.2 Information is then collated, with any discrepancy in score being resolved by referral back to the assessment criteria sheet (attached). This process is co-ordinated by the Operations Manager, his role is to discuss discrepancies in score and agree on a final rating for all employees and not to make individual assessments.
- 2.3 Prior to the announcement of the redundancies the names of those selected will be advised to the union delegates in confidence and in good faith to allow for feedback. Resolution of any issues will be carried out by referring back to clear behaviours/examples in accordance with the criteria.
- 2.4 The assessment process will then be complete, redundancies will then be made in accordance with the assessment.
- 2.5 Employees who are selected for redundancy are given 48 hours to revert back to the Company with any comments or queries.

3. Employee Request for "Special Consideration" for Selection

- 3.1 Penford is opposed to and will not consider any system of voluntary redundancies. The Company needs to retain the best operators to run the plant.
- 3.2 The Company does recognise, however, that an individual may suffer unique personal circumstances that may warrant "Special Consideration" being given by the Company to an employee request for their selection for redundancy. In such circumstances, an individual employee may request the Company to give "Special Consideration" to such a request. An example would be where the employee suffers from a medical condition that would warrant termination of employment by way of redundancy.
- 3.3 Consideration under the "Special Consideration" provisions would involve a confidential discussion held between the Manager, the employee's Union delegate or Team coach and the employee. The reasons for asking for consideration must be explained fully.
- 3.4 There is no guarantee that such a request will be granted by the Company and it is not obliged to do so, however the Company will give serious consideration to a request in finalising the selection process.
- 3.5 An employee wishing to apply under the "Special Consideration" policy must do so in writing by a specified date identified during the redundancy program.

4. Ranking According to the Selection Criteria

Levels

The levels have been determined on the basis of the site's future requirements to ensure that we have a world class workforce.

Behaviours or skills at Level 1 and Level 2 will be unacceptable in the future. It is expected that the future workforce will have a range of skills/behaviours between Level 3 and Level 5.

It is not expected that all employees will be at Level 5 in all areas (although we need to ensure that we have a few people at Level 5 in each competency). This is because it is important to maintain a workforce with a range of skills e.g. we need to have a combination of team workers as well as team leaders.

Level 1: Well below future requirements - performance at this level will not meet, and is well below, the requirements of Tamworth in the future

Level 2: Below future requirements - performance at this level will not meet the requirements of Tamworth in the future

Level 3: Minimum Acceptable Standard (for future requirements) - performance at this level meets the minimum acceptable Tamworth standard for the future

Level 4: Good - performance at this level exceeds the minimum (but high) Tamworth standard for the future

Level 5: Very Good - performance at this level exceeds the Tamworth performance standard for the future and is at a level that provides leadership to others

Ranking According to the Selection Criteria

Levels

Level 1: Well below future requirements, Level 2: Below future requirements, Level 3: Minimum Acceptable Standard (for future requirements), Level 4: Good, Level 5: Very Good

Criteria	Indicator at Level 1	Indicator at Level 2	Indicator at Level 3	Indicator at Level 4	Indicator at Level 5
Communication	cannot clearly communicate verbally cannot fully comprehend data, instructions or procedures necessary to perform the basic duties of the job	can communicate verbally cannot understand written information cannot write well (or at all) sufficient to perform the basic duties/ functions of the job (e.g. can not understand written procedure or complete a Quality form) Inappropriate style of communication (eg aggressive, coercive etc)	can understand verbal and written communication can communicate both in verbal and written form Selects appropriate communication style	can communicate relatively complex information verbally cannot communicate relatively complex information in the written form	excellent communication both verbal and written can communicate relatively complex information in the written form

Working Together	<p>refuses to contribute to team activities</p> <p>shows no commitment to Company and team goals</p> <p>does not get on with colleagues and people from disagrees, won't allow consensus</p> <p>doesn't share ideas</p> <p>behaviour does not develop or engender positive working relationships.</p>	<p>shows some skills at Level 3, but not all</p>	<p>states opinion in meeting</p> <p>willing to go along with team activities but is not proactive</p> <p>allows consensus</p> <p>shares ideas</p> <p>works well with colleagues and people from other teams.</p>	<p>shows all skills at Level 3 and some at Level 5</p>	<p>Drives positive change and respects and involves other people.</p> <p>committed to Company and Team objectives</p> <p>works cooperatively</p> <p>actively asks others for ideas</p> <p>demonstrates concern for colleagues and others.</p> <p>Positively develops working relationships, is a leader amongst colleagues.</p>
Attitude/ Commitment	<p>continually says 'not my job'</p> <p>constantly resists change.</p> <p>Does not adhere to Company Policies and Procedures</p> <p>Continually shows inconsistent work attitude.</p>	<p>shows some skills at level 3, but not all</p>	<p>accepts change</p> <p>takes on additional tasks as directed</p> <p>always does their best to keep machines running and team members informed participates in workplace activities</p>	<p>shows all skills at Level 3 and some at Level 5</p>	<p>shows initiative</p> <p>tries to improve processes</p> <p>actively solves problems willing to take on extra tasks</p> <p>welcomes change</p> <p>drives workplace activity</p>
Attendance	<p>misuses available sick leave</p> <p>has been counselled recently for excessive time off AND/OR</p> <p>is frequently late and has recently been counselled for late arrivals AND/OR</p>	<p>always uses entire sick leave entitlements and sometimes takes additional days off AND/OR</p> <p>is frequently late AND/OR</p> <p>frequently exceeds break times</p>	<p>does not abuse sick leave entitlements</p> <p>is punctual</p> <p>does not exceed break times</p>	<p>rarely uses all sick leave entitlements</p> <p>is punctual</p> <p>does not exceed break times</p>	<p>excellent attendance</p> <p>rarely absent</p> <p>is punctual</p> <p>always returns from breaks on time or early</p>

	frequently exceeds break times and has recently been counselled for exceeding break times				
Existing Skills and Performance	Cannot operate plant & equipment they are trained on to required level. Performance continually below acceptable standards.	Operates plant & equipment but often has difficulty. Performance below acceptable standards from time to time	Operates plant & equipment they are trained on to acceptable standards. Adequately meets job requirements including required paperwork	Operates plant & equipment to a high standard but not consistently. Work Performance varies between acceptable and high standard.	Operates a wide range of plant equipment to consistently high standards. Work Performance and Quality consistently of a high standard.
Ability to be Trained	has previously demonstrated inability to learn new skills and/or retain such information limited range of skills for length of service has not demonstrated willingness to learn new skills	shows some skills at level 3, but not all	has learnt new skills when required and used these skills appropriately has relatively normal range of skills for length of service	shows all skills at Level 3 and some at Level 5	learns new skills quickly and retains information applies knowledge broadly has relatively many skills considering length of service

SCHEDULE H

GENERAL COMPETENCY ASSESSMENT CRITERIA

No.	Name	Criteria	1	2	3	4	5	Score
1		Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Total Score						
2		Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Ability to be Trained Total Score						

3	Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Ability to be Trained
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Total Score	
4	Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Ability to be Trained
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Total Score	
5	Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Ability to be Trained
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Total Score	
6	Communication Working Together Attitude and Commitment Attendance Existing Skills and Performance Ability to be Trained
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Total Score	