

FormGA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB

NOTIFICATION OF COLLECTIVE BARGAINING

This form is to be completed by applicants proposing to engage in collective bargaining arrangements.

In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00281

TIM BALE on his own behalf and on behalf of the parties named in section 2(a).

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Dairy farming, including the sale of raw milk for processing and manufacture into dairy products.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

45 Jerusalem Road, Stewarts River, NSW 2443.

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Ken Atkins and Margaret Atlins trading as KL & MA Atkins of 230 Stewarts River Road, Johns River, NSW 2443

Tim Bale and Julie Bale, trading as TM & JM Bale of 45 Jerusalem Road, Stewarts River, NSW 2443

Julian Biega, trading as Belarada Trust and J Biega of 55 Anthonys Lane, Coopernook, NSW 2426

Col Cowan trading as Cowan Dairy Co Pty Ltd of 1248 Hannam Vale Road Hannam Vale, NSW 2443

Adrian Drury and Stella Drury trading as AC & SM Drury of 876 Upper Lansdowne Road, Upper Lansdowne, NSW 2430

Paul Greenhalgh of 400 Bungay Road, Wingham NSW 2429

Geoff Nicholson and Megan Nicholson trading as GJ and ME Nicholson of 44 Newbys Lane, Lansdowne, NSW 2430

- (b) Provide proof of the consent of each of the persons listed at 2(a) above agreeing to the lodgement of the notification on their behalf:
(refer to Direction 5)

Copies of signed letters of consent to lodgement of this notification on behalf of each of the persons listed in subparagraph 2(a) above are attached at Appendix 1.

- (c) Provide the following information relating to a notification:

- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?

Yes

- (ii) details of the first-mentioned notification, including but not limited to:

(A) the name of the applicant; and

(B) the date the notification was said to be lodged; and

(C) if known or applicable — the registration number allocated to that collective bargaining notification.

(A) **Tim Bale**

(B) **22 March 2013**

(C) **Not yet known**

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:
(refer to direction 6)

**Milk2Market Pty Limited
832 High Street
KEW EAST VIC 3102
ABN: 23 158 450 401**

David Koch, CEO: tel +61 407 916 861 david.koch@milk2market.com.au

The target carries on the business of providing logistical support to supermarkets in Australia dealing directly with suppliers in a range of agricultural industries; and also brokers products sourced from agriculturalists into various wholesale markets. The target has particular expertise in logistics and the dairy industry.

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

The participants propose supplying raw milk to the target.

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?
(refer to direction 7)

Yes

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each of the participants is a member of the MidCoast Collective Bargaining Group, which is authorised to collectively bargain with dairy processors under authorisation A91263 lodged by Australian Dairy Farmers Ltd. Each participant produces raw milk which is currently sold to dairy processors. The target has expressed interest to the applicant and to a sub-committee of the MidCoast Collective Bargaining Group, in purchasing in its own right and/or brokering a quantity of raw milk annually, directly from some farmer members of the MidCoast Collective Bargaining Group. The participants are capable, and desirous of supplying that quantity of raw milk directly to the target.

None of the participants has had a past contract with the target for the supply of raw milk.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant

will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?

(refer to direction 8)

Based on existing and historical raw milk supply agreements between each of the participants and various dairy processors, each participant reasonably expects that contractual payments between it and the target will not exceed \$5 million (being the sum provided for in the regulations for contracts involving primary production) in any financial year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

The contractual payments expected between the target and each participant in relation to the supply of raw milk will be dependent on the volume and quality of raw milk supplied by each participant to the target. In relation to each of the participants, it is expected that annual contractual payments of between \$550,000 and \$385,000 per annum will be made.

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and
 - (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
 - (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
 - (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
 - (vi) details of proposed commencement and duration of contracts to be negotiated with the target:

(refer to direction 9)

The proposed collective bargaining arrangements involve the negotiation of the terms and conditions of raw milk supply and/or brokerage agreements to be entered into between each of the participants and the target. (M2M Supply Agreements). It is proposed that the terms of such agreements be largely identical, although some terms, such as those specifying the quantities of milk to be supplied by individual participants, will differ depending on the size of their respective dairy herds and their capacity for raw milk production.

It is proposed that:

- (i) **a representative of the participants (the CBG Representative) will negotiate the terms and conditions of the M2M Supply Agreements with the target);**

(ii) the types of terms and conditions expected to be negotiated in the collective bargaining arrangements include:

- **the prices, and mechanisms for setting prices, at which raw milk will be supplied by participants to the target;**
- **the terms on which payment is to be made by the target to each participant;**
- **the circumstances in which the participants will supply raw milk to the target;**
- **the obligations on the target to arrange for collection and testing of raw milk supplied by the participants and to provide reports of such testing to individual participants and to the CBG Representative; and**
- **the use to which the raw milk is to be put;**
- **the term of each M2M Supply Agreement and the rights and obligations of each participant and the target to extend and/or terminate an individual M2M Supply Agreement.**

(iii) There is no dispute resolution procedure proposed for disputes which may arise between participants throughout the collective bargaining arrangements. No participant who is unhappy with the collective bargaining arrangements or the M2M Supply Agreement negotiated pursuant to such arrangements will be required to enter into a M2M Supply Agreement, or to give effect to such arrangements.

(iv) There is no dispute resolution procedure proposed between the participants and the target throughout the collective bargaining process.

(v) It is proposed that each M2M Supply Agreement will contain a dispute resolution procedure applying to disputes between a participant and the target arising under the Agreement. That procedure will require the parties to attempt to resolve the dispute by negotiation or mediation before legal proceedings can be commenced (unless interlocutory relief is sought).

(vi) It is proposed that M2M Supply Agreements will commence within 12 months of the date of this Notification for terms of between 3 to 5 years to be negotiated by the parties subject to notification, or subsequent authorisation).

(vii) No draft M2M Supply Agreement, has yet been agreed with the target.

(h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

Those provisions of the proposed collective arrangements which deal with the mechanism for determining prices, and the prices to be paid for various categories of raw milk, relate to possible price agreements.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:
- (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
- (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
- (A) details of the events that would trigger any such activity; and
- (B) details of the process that would be followed in undertaking any such activity; and
- (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
- (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

None of the proposed collective arrangements include or relate to a possible or proposed exclusionary provision.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The market in which the goods or services described at 3 (b) (raw milk) are supplied or acquired is:

- **the market for the farmgate supply and acquisition of raw milk in New South Wales.**

The applicant notes that such a market definition is consistent with the Commission's views expressed in paragraphs 4.10 to 4.18 of its Determination dated 4 August 2011 in respect of the Application for revocation of A90966 and substitution with A91263 lodged by Australian Dairy Farmers Ltd (ADF Authorisation), save that it is not restricted to supply to, and acquisition by "dairy processors" (as that term is used in the ADF Authorisation), or to regions within New South Wales.

Although each of the participants is located in the mid coast region of New South Wales, the Applicant does not consider that the market is geographically limited to that region as dairies in the region can, and do supply raw milk to processors which are located outside the region, and the prices received for milk in the region do not differ markedly from prices obtained in the broader New South Wales region. For example, Norco, a dairy processor which is located in the far north coast of New South Wales,

purchases milk from the mid coast region of New South Wales. The only other affected market is the national market for the wholesale and retail supply of drinking milk and manufactured dairy products.

The market for the farmgate supply and acquisition of raw milk in New South Wales

There is approximately 1 billion litres of raw milk produced annually in New South Wales. In the mid coast region of New South Wales, in which each of the participants is located, there are approximately 110 dairy farms supplying approximately 120 million litres of raw milk annually. Currently, raw milk supplied in:

(a) New South Wales, is acquired by the following dairy processors:

- Parmalat**
- Lion (formerly National Foods)**
- Dairy Farmers**
- Norco;**
- Hastings Co-operative;**
- Riverina Fresh Milk;**
- Fonterra;**
- Country Valley; and**
- A2Milk Australia; and**

(b) the mid coast region of New South Wales, is acquired by the following dairy processors:

- Parmalat**
- Lion (formerly National Foods)**
- Dairy Farmers**
- Hastings Dairy Co-Operative; and**
- Some on-farm and small-scale processors producing a limited or specific product range (eg cheeses; yoghurts).**

Other potential acquirers of raw milk include any party which is capable of processing that milk for retail sale or arranging for a third party to process

such milk. This includes retailers such as Woolworths, Coles, Aldi and other supermarket chains, any processor which is capable of pasteurising liquids, including fruit juice manufacturers, other small dairy processors (including some dairies with their own processing facilities).

The introduction of the target as an acquirer of raw milk introduces a new competitor for the acquisition of raw milk. Although it is a legal requirement that such milk will need to be processed before it can be sold as drinking milk, or other dairy products at retail, there is no legal impediment to its purchase by the target for the purpose of having it processed by a third party processor. Similarly, the fact that farmers must have their raw milk collected from their farm no greater than every two days does not prevent the acquisition of raw milk by the target, or any other purchaser which has arrangements in place with third party transport companies for the collection and transportation of raw milk to a processor.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products is an affected market because, as the Commission has noted in paragraphs 4.19 and 4.20 of the ADF Authorisation, collective bargaining by dairy farmers may also impact downstream supply of drinking milk and manufactured dairy products.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products is characterised by a significant number of large, well-resourced suppliers with significant commercial and negotiating expertise¹. This includes Woolworths and other supermarket chains such as Coles, Aldi and IGA, as well as dairy processors including Lion (National Foods), Parmalat, Norco, Dairy Farmers, Fonterra, Murray Goulburn, Warrnambool Cheese & Butter Factory, Bega Group and United Dairy Power.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The notified conduct will have no material impact on the farmgate prices of raw milk in the market or the prices of drinking milk and manufactured dairy products in the affected market for the following reasons:

- the volume of raw milk expected to be supplied by the participants annually is small relative to the total volume of raw milk supplied from New South Wales (which is approximately 1 billion litres annually) and from the mid coast region of New South Wales (which is approximately 120 million litres annually);
- there are many other factors which impact on the farmgate prices for raw milk in the market, including the presence of incentives or penalty payments related to milk quality, productivity and out of season supplies, volume incentives, “blended” prices to take account of returns from drinking and manufacturing milk, and world market prices (as recognised by the Commission in paragraphs 4.16 and 4.17 of the ADF Authorisation). None of these factors will be affected by the notified conduct;
- the prices charged to, and paid by retailers to processors, and charged by retailers to end consumers for drinking milk and manufactured dairy products do not relate directly to the farmgate prices for raw milk, as has been recognised in Chapter 3 of the Report of the Senate Economics References Committee, “Milking it for all it’s worth – competition and pricing in the Australian dairy industry” of May 2010 (Senate Economics Committee Report);
- the prices charged to end consumers for drinking milk vary depending on the “format” in which such milk is sold (ie generic or private label milk is generally sold at cheaper prices than branded milk and higher prices are charged for milk with various additives or with less fat²). These prices and the prices for any other manufactured dairy products are unlikely to be affected by the retail sale of any such products which are produced from the very small quantities of raw milk supplied by the participants.

(b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

The participants consider that there will be no other public detriments resulting, or likely to result from the notified conduct.

Collective bargaining with dairy processors has operated effectively and without public detriment in the dairy industry since 2002 and was recently re-authorised by the Commission for a period until 30 August 2021. The participants consider that the level of public detriments of the notified conduct is substantially similar to those considered and accepted by the Commission in paragraphs 4.47 to 4.83 of the ADF Authorisation.

This is not a case where the notified conduct will result in an increased price to consumers (for the reasons referred to in subparagraph (a) above) or which will result in less choice or lower quality of products for consumers.

It is also not a case where any reduction in economic efficiencies might arise from the notified conduct because:

- **there is currently, and has been historically, no negotiations between the individual participants and the target;**
- **although it is proposed that the individual participants will be represented by Tim Bale in negotiations with the target and Mr Bale also has a role as representative of the MidCoast Collective Bargaining Group in negotiations with dairy processors under the ADF Authorisation, and a role in negotiations with Woolworths Limited under the related notification, there is no risk of coordinated conduct because the respective targets occupy different roles and have different requirements in respect of the acquisition of raw milk. There will be no cross - disclosure between the participants and other members of the MidCoast Collective Bargaining Group of the terms negotiated with their respective targets.**
- **participation in the collective bargaining arrangement is voluntary for participants and the target; and**
- **there is no secondary boycott activity involved in the notified conduct.**

Section D – public benefits

6. Public benefit claims

- (a) Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to support the claims made:

There are a number of public benefits which will, or are likely to result from the notified conduct. Those benefits, and the facts and information which support their existence, are:

- **the introduction of another competitor for the acquisition of raw milk, which will enhance competition for the supply and acquisition of raw milk not only between the target and dairy processors but also between dairy processors;**
- **the introduction of an opportunity for smaller dairy processors to compete for the processing of the raw milk which is purchased by the target;**
- **a reduction in the reliance of dairy farmers on dairy processors in their local area, which has been recognised as causing a potential imbalance in bargaining power³;**
- **the provision of an enhanced level of input for participants in contractual negotiations and the potential to negotiate more favourable outcomes than would be the case if they were to negotiate**

³See paragraph 4.30 of the ADF Authorisation

individually;

- a reduction in transaction costs for participants from that which would be incurred if they were to negotiate with the target individually;
- access to quality information about the state of the dairy market and best practice and other production related matters, through access to the target's agent which is a dairy industry specialist;

These public benefits outweigh any public detriment which may arise from the notified conduct.

Section E - authority

7. Contact details

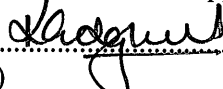
- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:

Kathryn Edghill, Truman Hoyle Lawyers, Level 11 68 Pitt Street, Sydney NSW 2000. Tel: (02) 9226 9869

(refer to direction 12)

Dated... **25 MARCH 2013**

Signed by/on behalf of the applicant


.....
(Signature)

KATHRYN EOGHILL
.....
(Full Name)

TRUMAN HOYLE
.....
(Organisation)

PARTNER
.....
(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

 - (a) withhold the supply of goods or services from the target; or
 - (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.
11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Appendix 1 – Consent Letters

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, KL & MA Atkins of 230 Stewarts River Rd, Johns River NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely

Ken Atkins

KL Atkins

MA Atkins

MA Atkins

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, TM & JM Bale of 45 Jerusalem Road, Stewarts River NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely



TM Bale



JM Bale

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

I, Mr Julian Biega trading as Belarada Trust & J Biega of 55 Anthony's Lane, Coopemook NSW 2426 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely

A handwritten signature in cursive script that reads "Biega".

Mr Julian Biega

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

I, Mr Col Cowan trading as Cowan Dairy Co Pty Ltd of 1248 Hannam Vale Road, Hannam Vale NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely

A handwritten signature in black ink, appearing to be 'Col Cowan', with a long horizontal flourish extending to the right.

MrCol Cowan

29 October 2012

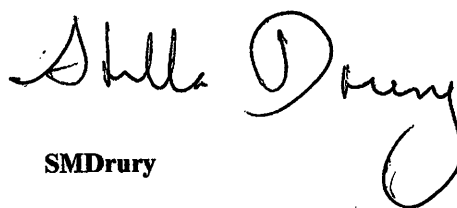
Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, AC & SM Drury of 876 Upper Lansdowne Road, Upper Lansdowne NSW 2430 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely



AC Drury



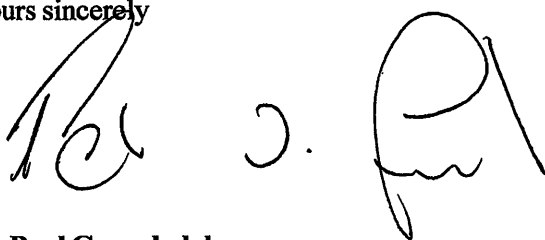
SMDrury

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

I, Mr Paul Greenhalgh of 400 Bungay Rd, Wingham NSW 2429 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely

A handwritten signature in black ink, appearing to read 'P. Greenhalgh', written in a cursive style.

Mr Paul Greenhalgh

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, GJ & ME Nicholson of 44 Newbys Lane, Lansdowne NSW 2430 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Milk2Market Pty Ltd.

Yours sincerely



GJ Nicholson



ME Nicholson

Form GA

Commonwealth of Australia

Competition and Consumer Act 2010 — section 93AB

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Protection provided by the notification extends only to the collective bargaining arrangements described in the form.

To the Australian Competition and Consumer Commission:

Notice is hereby given under section 93AB of the *Competition and Consumer Act 2010* of intention:

- to make, or to propose to make, a contract containing a provision of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in subsection 44ZZRD (2) or paragraph 44ZZRD (3) (a) or (b) of that Act.
- to make, or to propose to make, a contract containing a provision of the kind referred to in paragraph 45 (2) (a) of that Act.
- to give effect to a provision of a contract where the provision is of the kind referred to in paragraph 45 (2) (b) of that Act.
(Strike out if not applicable)

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

Section A – general information

1. Applicant

- (a) Name of the applicant:
(refer to Direction 1)

CB00282

TIM BALE on his own behalf and on behalf of the parties named in section 2(a).

- (b) Description of business carried on by the applicant:
(refer to Direction 2)

Dairy farming, including the sale of raw milk for processing and manufacture into dairy products.

- (c) Is the representative of the applicant lodging the notice a trade union, an officer of a trade union or a person acting on the direction of a trade union?
(refer to Direction 3)

No.

- (d) Address in Australia for service of documents on the applicant:

45 Jerusalem Road, Stewarts River, NSW 2443

2. Lodged on behalf of

- (a) Provide names and addresses of all persons on whose behalf the notification is lodged and who propose to participate in the collective bargaining arrangements:
(refer to Direction 4)

Ken Atkins and Margaret Atkins trading as KL & MA Atkins of 230 Stewarts River Road, Johns River, NSW 2443

Tim Bale and Julie Bale, trading as TM & JM Bale of 45 Jerusalem Road, Stewarts River, NSW 2443

Julian Biega, trading as Belarada Trust and J Biega of 55 Anthonys Lane, Cooperook, NSW 2426

Col Cowan trading as Cowan Dairy Co Pty Ltd of 1248 Hannam Vale Road Hannam Vale, NSW 2443

Adrian Drury and Stella Drury trading as AC & SM Drury of 876 Upper Lansdowne Road, Upper Lansdowne, NSW 2430

Paul Greenhalgh of 400 Bungay Road, Wingham NSW 2429

Geoff Nicholson and Megan Nicholson trading as GJ and ME Nicholson of 44 Newbys Lane, Lansdowne, NSW 2430

- (b) Provide proof of the consent of each of the persons listed at 2 (a) above agreeing to the lodgement of the notification on their behalf:
(refer to Direction 5)

Copies of signed letters of consent to lodgement of this notification on behalf of each of the persons listed in subparagraph 2(a) above are attached at Appendix 1.

- (c) Provide the following information relating to a notification:
- (i) Does this notification relate to a notification previously lodged with the Australian Competition and Consumer Commission and for which a concessional fee is claimed?
- No**
- (ii) details of the first-mentioned notification, including but not limited to:
- (A) the name of the applicant; and
- (B) the date the notification was said to be lodged; and
- (C) if known or applicable — the registration number allocated to that collective bargaining notification.

Not applicable

Section B – collective bargaining arrangements

3. Proposed collective bargaining arrangements

- (a) Provide: the name and address of the target; the name, position and telephone contact details of an appropriate contact at the target; and a description of the business carried on by the target:

(refer to direction 6)

**WOOLWORTHS LIMITED, 1 Woolworths Way, Bella Vista NSW 2153;
Contact: Tony De Thomasis, Merchandise Manager (Chilled), tel: (02) 8885 2162; tdethomasis@woolworths.com.au**

The target carries on the business of operating supermarkets in Australia and acquiring for sale, and selling, in such supermarkets, goods, including drinking milk and manufactured dairy products.

- (b) Provide a description of the goods or services which the participants of the collective bargaining arrangements (listed at 2 (a) above) propose to supply to or acquire from the target:

The participants propose supplying raw milk to the target.

- (c) Do the participants of the proposed collective bargaining arrangements (see 2 (a) above) reasonably expect to make one or more contracts with the target about the supply to or acquisition from the target of one or more of the goods or services (listed at 3 (b) above)?

(refer to direction 7)

Yes

- (d) In relation to (c) above, provide details of the basis upon which that expectation is held including details of past contracts with the target:

Each of the participants is a member of the MidCoast Collective Bargaining Group, which is authorised to collectively bargain with dairy processors under authorisation A91263 lodged by Australian Dairy Farmers Ltd. Each participant produces raw milk which is currently sold to dairy processors. The target has expressed interest to the applicant and to a sub-committee of the MidCoast Collective Bargaining Group, in purchasing a quantity of raw milk annually, directly from some farmer members of the MidCoast Collective Bargaining Group. The participants are capable, and desirous of supplying that quantity of raw milk directly to the target.

None of the participants has had a past contract with the target for the supply of raw milk.

- (e) Do the participants of the collective bargaining arrangements (listed at 2 (a) above) reasonably expect that contractual payments between the target and each participant will not exceed \$3 million (or any other amount prescribed by regulation) in any 12 month period, and on what basis?

(refer to direction 8)

Based on existing and historical raw milk supply agreements between each of the participants and various dairy processors, each participant reasonably expects that contractual payments between it and the target will not exceed \$5

million (being the sum provided for in the regulations for contracts involving primary production) in any financial year.

- (f) In relation to (e) above provide an estimation of the contractual payments expected between the target and each participant in relation to the goods and services (listed at 2 (a) above):

The contractual payments expected between the target and each participant in relation to the supply of raw milk will be dependent on the volume and quality of raw milk supplied by each participant to the target. In relation to each of the participants it is expected that annual contractual payments of between \$500,000 and \$3.5 million per annum will be made.

- (g) Provide a description of the collective bargaining arrangements proposed including, but not limited to:
- (i) the process by which participants propose to undertake collective bargaining with the target; and
 - (ii) the type of terms and conditions expected to be negotiated in collective bargaining arrangements (for example: price; non-price conditions of supply such as contract periods etc); and
 - (iii) details of any dispute resolution procedure (if any) proposed between participants throughout the collective bargaining process; and
 - (iv) details of any dispute resolution procedure (if any) proposed between participants and the target throughout the collective bargaining process; and
 - (v) details of any dispute resolution procedure (if any) proposed to deal with disputes throughout the term of contracts entered into with the target; and
 - (vi) details of proposed commencement and duration of contracts to be negotiated with the target:

(refer to direction 9)

The proposed collective bargaining arrangements involve the negotiation of the terms and conditions of raw milk supply agreements to be entered into between each of the participants and the target (Supply Agreements) and an agreement which deals with the obligations of the parties to work cooperatively to meet the requirements of the target, including as to volume and quality of milk (Target Agreement). It is proposed that the terms of the Supply Agreements be largely identical, although some terms, such as those specifying the quantities of milk to be supplied by individual participants, will differ depending on the size of their respective dairy herds and their capacity for raw milk production.

It is proposed that:

- (i) a representative of the participants (the CBG Representative) will negotiate the terms and conditions of the Supply Agreements and the Target Agreement with the target and/or the target's agent, Milk2Market Pty Limited (M2M). It is also proposed that M2M may also purchase raw milk from the participants and a separate notification will be lodged in respect of the same;

- (ii) the types of terms and conditions expected to be negotiated in the collective bargaining arrangements include:
- the prices, and mechanisms for setting prices, at which various categories of raw milk will be supplied by participants to the target;
 - the terms on which payment is to be made by the target to each participant;
 - the obligations on the participants to supply various categories of raw milk to meet certain volume, specification and quality requirements;
 - the consequences for each participant, and the participants as a group, for failure by one or more of the participants to meet volume and specification requirements;
 - the appointment by the target of an agent and the role and responsibilities of the agent;
 - the obligations on the target to arrange for collection and testing of raw milk supplied by the participants and to provide reports of such testing to individual participants and to the CBG Representative;
 - the term of each Supply Agreement and the rights and obligations of each participant and the target to extend and/or terminate an individual Supply Agreement; and
 - in the Target Agreement, the matters necessary to ensure production of milk by the participants to meet the target's requirements.
- (iii) There is no dispute resolution procedure proposed for disputes which may arise between participants throughout the collective bargaining arrangements. No participant who is unhappy with the collective bargaining arrangements or the Supply Agreement negotiated pursuant to such arrangements will be required to enter into a Supply Agreement, or to give effect to such arrangements.
- (iv) There is no dispute resolution procedure proposed between the participants and the target throughout the collective bargaining process.
- (v) It is proposed that each Supply Agreement will contain a dispute resolution procedure applying to disputes between a participant and the target arising under the Agreement. That procedure will require the parties to attempt to resolve the dispute by negotiation or mediation before legal proceedings can be commenced (unless interlocutory relief is sought).

(vi) It is proposed that Supply Agreements will commence within 12 months of the date of this notification for terms of between 3 to 5 years (subject to notification, or subsequent authorisation).

- (h) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to possible price agreements:

Those provisions of the proposed collective arrangements which deal with the mechanism for determining prices, and the prices to be paid for various categories of raw milk, relate to possible price agreements.

- (i) Identify any parts of the proposed collective arrangements described in 3 (g) which relate to a possible or proposed exclusionary provision(s), including but not limited to:

- (i) the nature of the proposed or possible exclusionary provision(s) (for example an agreement to withhold supply of the relevant goods or services to the target); and
- (ii) the circumstances in which the collective bargaining participants would engage in the exclusionary provision(s), including but not limited to:
- (A) details of the events that would trigger any such activity; and
- (B) details of the process that would be followed in undertaking any such activity; and
- (C) details of any proposed period of notice to be given to the target prior to the commencement of such activity; and
- (D) details of any dispute resolution procedure to be applied or offered to the target prior to the commencement of such activity:
- (refer to direction 10)*

None of the proposed collective arrangements include or relate to a possible or proposed exclusionary provision.

Section C – public detriments

4. Market definition

Provide a description of the market(s) in which the goods or services described at 3 (b) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):

(refer to direction 11)

The market in which the goods or services described at 3 (b) (raw milk) are supplied or acquired is:

- **the market for the farmgate supply and acquisition of raw milk in New South Wales.**

The applicant notes that such a market definition is consistent with the Commission's views expressed in paragraphs 4.10 to 4.18 of its Determination dated 4 August 2011 in respect of the Application for revocation of A90966 and substitution with A91263 lodged by Australian Dairy Farmers Ltd (ADF Authorisation), save that it is not restricted to supply to, and acquisition by

“dairy processors” (as that term is used in the ADF Authorisation), or to regions within New South Wales.

Although each of the participants is located in the mid coast region of New South Wales, the Applicant does not consider that the market is geographically limited to that region as dairies in the region can, and do supply raw milk to processors which are located outside the region, and the prices received for milk in the region do not differ markedly from prices obtained in the broader New South Wales region. For example, Norco, a dairy processor which is located in the far north coast of New south Wales, purchases milk from the mid coast region of New south Wales.

The only other affected market is the national market for the wholesale and retail supply of drinking milk and manufactured dairy products.

The market for the farmgate supply and acquisition of raw milk in New South Wales

There is approximately 1 billion litres of raw milk produced annually in New South Wales. In the mid coast region of New South Wales, in which each of the participants is located, there are approximately 110 dairy farms supplying approximately 120 million litres of raw milk annually. Currently, raw milk supplied in:

(a) New South Wales, is acquired by the following dairy processors:

- Parmalat**
- Lion (formerly National Foods)**
- Dairy Farmers**
- Norco;**
- Hastings Co-operative;**
- Riverina Fresh Milk;**
- Fonterra;**
- Country Valley;**
- A2Milk Australia; and.**

(b) the mid coast region of New South Wales, is acquired by the following dairy processors:

- Parmalat**

- **Lion (formerly National Foods)**
- **Dairy Farmers**
- **Hastings Dairy Co-Operative; and**
- **Some on-farm and small-scale processors producing a limited or specific product range (eg cheeses; yoghurts).**

Other potential acquirers of raw milk include any party which is capable of processing that milk for retail sale or arranging for a third party to process such milk. This includes retailers such as the target and its competitors Coles, Aldi and other supermarket chains, any processor which is capable of pasteurising liquids, including fruit juice manufacturers, other small dairy processors (including some dairies with their own processing facilities) such as;

(a) in New South Wales:

- **Country Valley Dairy, Wollondilly;
Perfection Dairies, Baulkham Hills**

(b) in the mid coast region of New South Wales:

- **Hastings Dairy Co-Operative, Wauchope
Binnorie Dairy, Pokolbin**

The introduction of the target as an acquirer of raw milk introduces a new competitor for the acquisition of raw milk. Although it is a legal requirement that such milk will need to be processed before it can be sold as drinking milk, or other dairy products at retail, there is no legal impediment to its purchase by the target or any other retailer for the purpose of having it processed by a third party processor. Similarly, the fact that farmers must have their raw milk collected from their farm no greater than every two days does not prevent the acquisition of raw milk by the target, or any other retailer which has arrangements in place with third party transport companies for the collection and transportation of raw milk to a processor.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products is an affected market because:

- (a) the target is both a wholesale purchaser and a retailer of drinking milk and manufactured dairy products; and
- (b) as the Commission has noted in paragraphs 4.19 and 4.20 of the ADF Authorisation, collective bargaining by dairy farmers may also impact downstream supply of drinking milk and manufactured dairy products.

The national market for the wholesale and retail supply of drinking milk and manufactured dairy products is characterised by a significant number of large, well-resourced suppliers with significant commercial and negotiating expertise¹. This includes the target, other supermarket chains such as Coles, Aldi and IGA, as well as dairy processors including Lion (formerly National Foods), Parmalat, Norco, Dairy Farmers, Fonterra, Murray Goulburn, Warrnambool Cheese & Butter Factory, Bega Group and United Dairy Power.

5. Public detriments

- (a) What will be the likely effect of the notified conduct on the prices of the goods or services described at 3 (b) above and the prices of goods or services in other affected markets? In answering this question please provide facts and information to support the claims made:

The notified conduct will have little or no material impact on the farmgate prices of raw milk in the market or the prices of drinking milk and manufactured dairy products in the affected market for the following reasons:

- the volume of raw milk expected to be supplied by the participants annually is small relative to the total volume of raw milk supplied from the New South Wales region (which is 1 billion litres annually) and to the total volume of raw milk supplied from the mid coast region of New South Wales (which is 120 million litres annually);
- the withdrawal of the supply of raw milk produced from the participants from their current dairy processors will not detrimentally impact such processors, as such processors will have access to, or the ability to access supply of any deficit in raw milk to meet their respective needs from the remaining 50 members of the MidCoast Collective Bargaining Group, which currently produce approximately 40 million litres per annum, or from dairies outside the immediate Greater Taree Local Government area;
- dairy farmers in New South Wales currently produce more raw milk than is required by dairy processors for drinking milk purposes. The addition of another branded drinking milk product using raw milk purchased from the participants will not impact

¹ See paragraph 4.23 of the ADF Authorisation

demand for raw milk generally and any such demand could easily be met by production from other dairies;

- there are many other factors which impact on the farmgate prices for raw milk in the market, including the presence of incentives or penalty payments related to milk quality, productivity and out of season supplies, volume incentives, “blended” prices to take account of returns from drinking and manufacturing milk, and world market prices (as recognised by the Commission in paragraphs 4.16 and 4.17 of the ADF Authorisation). None of these factors will be affected by the notified conduct;
- the drinking milk and manufactured dairy products expected to be produced from the raw milk supplied by the participants will similarly be small relative to the quantities of drinking milk and manufactured dairy products sold nationally; and
- the prices charged to, and paid by retailers to processors, and charged by retailers to end consumers for drinking milk and manufactured dairy products do not relate directly to the farmgate prices for raw milk, as has been recognised in Chapter 3 of the Report of the Senate Economics References Committee, “Milking it for all it’s worth – competition and pricing in the Australian dairy industry” of May 2010 (Senate Economics Committee Report); and
- the prices charged to end consumers for drinking milk vary depending on the “format” in which such milk is sold (ie generic or private label milk is generally sold at cheaper prices than branded milk and higher prices are charged for milk with various additives or differing fat components, or milk which is sourced from organically farmed dairies, etc ²). These prices are unlikely to be affected by the retail sale of drinking milk produced from the raw milk supplied by the participants.

- (b) What other detriments may result from the notified conduct? In answering this question please provide facts and information to support the claims made:

The participants consider that there will be no other public detriments resulting, or likely to result from the notified conduct.

Collective bargaining with dairy processors has operated effectively and without public detriment in the dairy industry since 2002 and was recently re-authorised by the Commission for a period until 30 August 2021. The participants consider that the level of public detriments of the notified conduct is substantially similar to those considered and accepted by the Commission in paragraphs 4.47 to 4.83 of the ADF Authorisation.

² See paragraphs 3.2 and 3.14 of the Senate Economics Committee Report

This is not a case where the notified conduct will result in an increased price to consumers (for the reasons referred to in subparagraph (a) above) or which will result in less choice or lower quality of products for consumers. To the contrary, the notified conduct will increase consumer choice for premium quality drinking milk.

Any reduction in economic efficiencies which might arise from the notified conduct will be limited because:

- **there is currently, and has been historically, no negotiations between the individual participants and the target. Indeed, there would be little or no prospect of any individual participant entering into negotiations with the target, other than as part of a collective bargaining group, as it is expected that the target will require some certainty as to the volume and quantity of milk it can purchase before it would be prepared, and able to enter into the necessary agreement with a processor to produce the proposed drinking milk and to invest the necessary expenditure in promoting and selling such milk. Absent the notified conduct, should the target wish to proceed, it is likely that an individual participant would be offered a standard form contract by the target, with limited ability to negotiate the same;**
- **there is a natural restriction on the coverage and composition of the bargaining group, which arises from the ADF Authorisation amongst other matters. Only certain dairies, all of which must be located in the Manning Valley of New South Wales and all of which have a shared community interest, can fulfil the necessary requirements;**
- **although it is proposed that the individual participants will be represented by Mr Tim Bale in negotiations with the target and Mr Bale also has a role as representative of the MidCoast Collective Bargaining Group in negotiations with dairy processors under the ADF Authorisation, there is no risk of coordinated conduct between because the respective targets occupy different roles and have different requirements in respect of the acquisition of raw milk. There will be no cross - disclosure between the participants and other members of the MidCoast Collective Bargaining Group of the terms negotiated with their respective targets.**
- **participation in the collective bargaining arrangement is voluntary for participants and the target; and**
- **there is no secondary boycott activity involved in the notified conduct.**

Section D – public benefits

6. Public benefit claims

- (a) **Provide details of the public benefits resulting or likely to result from the proposed arrangement. In answering this question please provide facts and information to**

support the claims made:

There are a number of public benefits which will, or are likely to result from the notified conduct. Those benefits, and the facts and information which support their existence, are:

- **the introduction of another, significant competitor for the acquisition of raw milk, which will enhance competition for the supply and acquisition of raw milk not only between the target and dairy processors but also between dairy processors;**
- **the introduction of an opportunity for smaller dairy processors to compete for the processing of the raw milk which is purchased by the target;**
- **the possibility that other retailers may wish to acquire raw milk in the market or other geographic markets, including for specific purposes or producing specific dairy products, which will, in turn, open up new marketing opportunities for dairy farmers, and for retailers;**
- **a reduction in the reliance of dairy farmers on dairy processors in their local area, which has been recognised as causing a potential imbalance in bargaining power³;**
- **the provision of an enhanced level of input for participants in contractual negotiations and the potential to negotiate more favourable outcomes than would be the case if they were to negotiate individually;**
- **a reduction in transaction costs for participants from that which would be incurred if they were to negotiate with the target individually;**
- **access to quality information about the state of the dairy market and best practice and other production related matters, through access to the target's agent which is a dairy industry specialist;**
- **the introduction of an additional drinking milk product of premium quality for consumers; and**
- **the opportunity for dairy farmers, retailers and consumers to support local rural communities, through the marketing and sale of drinking milk and dairy products produced using raw milk which is identified as being sourced from the local community.**

These public benefits outweigh any public detriment which may arise from the notified conduct.

Section E - authority

7. Contact details

- (a) Name, contact telephone number and address of person authorised by the notifying parties to provide additional information in relation to this application:


Kathryn Edghill, Truman Hoyle Lawyers, Level 11 68 Pitt Street, Sydney NSW 2000. Tel: (02) 9226 9869

³ See paragraph 4.30 of the ADF Authorisation

(refer to direction 12)

Dated.....25 MARCH 2013.....

Signed by/on behalf of the applicant

..........

(Signature)

.....KATHRYN EDGILL.....

(Full Name)

.....TRUMAN HOYLE.....

(Organisation)

.....PARTNER.....

(Position in Organisation)

DIRECTIONS

1. Where the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1 (a), not the name of the person signing the application and the application is to be signed by a person authorised by the corporation to do so.
2. Describe that part of the applicant's business relating to the subject matter of the contract, arrangement or understanding in respect of which notification is given.
3. A collective bargaining notification can not be lodged by a trade union or a trade union representative.
4. Where the applicant will be a participant in the collective bargaining arrangements (rather than a representative of participants) the name of the applicant must also be included. Where those persons are corporations, list the corporation's name and address.
5. The applicant, in lodging a notification on behalf of others, must obtain their consent to do so and provide proof of that consent.
6. Where the target is a corporation, provide the corporate name.
7. The collective bargaining notification process is only available to parties that reasonably expect to make one or more contracts with the target about the supply or acquisition of goods or services the subject of the notification.
8. The value of the contract to be collectively negotiated between the target and each participant is not to exceed \$3 million (or such other amount as is prescribed by the regulations) per participant in any twelve month period.
9. To the extent that the collective bargaining arrangements have been reduced to writing, provide a true copy of the arrangement. To the extent that the collective bargaining arrangements have not been reduced to writing, provide a full and correct description of the key terms that have not been reduced to writing.
10. In simple terms an exclusionary provision exists where the proposed contract, arrangement or understanding is made by businesses (at least two of whom are competitors) for the purpose of preventing, restricting or limiting the supply of services to particular persons or classes of persons by all or any of the parties to the contract, arrangement or understanding.

In the context of collective bargaining, an exclusionary provision(s) may include contracts, arrangements or understandings (whether currently in existence or to be made or arrived at during the term of the notification) between collective bargaining participants to limit or restrict their dealings with the target including contracts arrangements or understandings to:

 - (a) withhold the supply of goods or services from the target; or
 - (b) refuse or decline to acquire the goods or services of the target;

whether such conduct was absolute, limited or subject to certain terms or conditions. This is sometimes referred to as a collective boycott.
11. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
12. The notification must be signed by a person authorised by the applicant to do so.

Appendix 1 – Consent letters

29 October 2012

01 NOV 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, KL & MA Atkins of 230 Stewarts River Rd, Johns River NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely

Ken Atkins

KL Atkins

MA Atkins

MA Atkins

29 October 2012

**Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601**

We, TM & JM Bale of 45 Jerusalem Road, Stewarts River NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely



TM Bale



JM Bale

29 October 2012

01 NOV 2012

**Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601**

I, Mr Julian Biega trading as Belarada Trust & J Biega of 55 Anthonys Lane, Coopers NSW 2426 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely


Mr Julian Biega

29 October 2012



Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

I, Mr Col Cowan trading as Cowan Dairy Co Pty Ltd of 1248 Hannam Vale Road, Hannam Vale NSW 2443 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely

A handwritten signature in black ink, consisting of a stylized 'C' followed by a long horizontal flourish.

Mr Col Cowan

29 October 2012

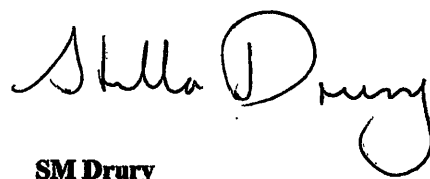
Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, AC & SM Drury of 876 Upper Lansdowne Road, Upper Lansdowne NSW 2430 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely



AC Drury



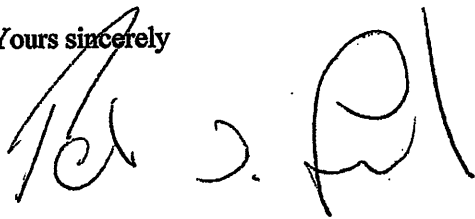
SM Drury

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

I, Mr Paul Greenhalgh of 400 Bungay Rd, Wingham NSW 2429 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Paul Greenhalgh', written in a cursive style.

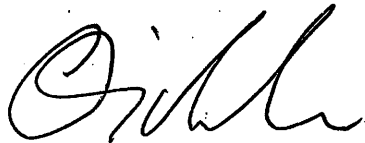
Mr Paul Greenhalgh

29 October 2012

Australian Competition and Consumer Commission
Adjudication Branch
23 Marcus Clarke Street
CANBERRA ACT 2601

We, GJ & ME Nicholson of 44 Newbys Lane, Lansdowne NSW 2430 hereby consent to lodgement of the Notification on behalf of myself and other members of the sub group of the Mid Coast Collective Bargaining Group, in respect of proposed collective bargaining arrangements with Woolworths Pty Ltd.

Yours sincerely



GJ Nicholson



ME Nicholson