# REGISTER OF ENTERPRISE AGREEMENTS

**ENTERPRISE AGREEMENT NO: EA00/334** 

<u>TITLE:</u> <u>The Smith's Snackfood Company - Rydalmere Warehouse Enterprise</u>

Agreement 2000

I.R.C. NO:

2000/3701

DATE APPROVED/COMMENCEMENT: 11 October 2000/ 24 July 2000

TERM:

36 months

**NEW AGREEMENT OR** 

**VARIATION:** 

New

**GAZETTAL REFERENCE:** 

**DATE TERMINATED:** 

NUMBER OF PAGES:

18

**COVERAGE/DESCRIPTION OF** 

**EMPLOYEES:** Applies to all employees conducting warehousing activities at Smith's warehouse at 23 South Street, Rydalmere NSW

PARTIES: Smiths Snackfoods -&- David Baker, Paul Bayliss, Timothy Chapman, Nicholas Cumbridge, Maureen Dickens, Stuart Eglon, Lance Ensor, Scott Guthrie, Wayne Haeusler, Susan Hawrysko, Patricia Hayes, Paul Hoole, Allan Jones, David Ma, Bradley Marks, Jason Morgan, Paul Noldt, Anthony Redcliffe, David Shaul, David Thurbon

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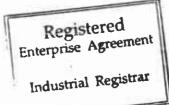
# The Smith's Snackfood Company Ltd – Rydalmere Warehouse Enterprise Agreement, 2000



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# 1. Title of Agreement

This Agreement is The Smith's Snackfood Company – Rydalmere Warehouse Enterprise Agreement, 2000 (the *Agreement*).

# 2. Spirit of Agreement

This Agreement has been reached through a consultative process involving Smith's and the Rydalmere Warehouse Employees. This Agreement reflects and embodies mutual commitment to the following:

- (a) Continuously measuring and improving the site's operating performance;
- (b) Developing effective harmonious, team-based work practices;
- (c) Supporting the values of The Smith's Snackfood Company;
- \_(d) Rewarding and developing Employees consistent with the above principles.

#### 3. Parties Bound

This Agreement is binding upon:

- (a) The Smith's Snackfood Company Ltd (ACN 057 976 940) of 799 Pacific Highway, Chatswood, New South Wales (*Smith's*); and
- (b) All the Rydalmere Warehouse Employees.

#### 4. Term

#### 4.1 Term

This Agreement shall apply from the date of Registration and shall remain in force for a period of 3 years.

#### 4.2 Re-negotiation

At or before the expiry of this Agreement, Smith's and the Rydalmere Warehouse Employees agree to negotiate in good faith with a view to extending the term of this Agreement, or entering into a new enterprise agreement.



- 3 Now-

#### 5. Term

#### 5.1 Rydalmere Warehouse

This Agreement applies to all warehousing activities conducted by Warehouse Employees at Smith's warehouse at 23 South Street, Rydalmere, or which are incidental to the activities conducted by Warehouse Employees (the *Rydalmere Warehouse*).

#### 5.2 Rydalmere Warehouse Employees

This Agreement governs the terms and conditions of all Employees engaged by Smith's under the terms of this Agreement to work at the Rydalmere Warehouse (the Rydalmere Warehouse Employees).

#### 5.3 Precedence over Awards

This Agreement replaces and operates to the exclusion of all provisions of The Smith's Snackfood Company Distribution Consent Award, the Storeman and Packers (General) State Award, and any other awards or agreements that may otherwise apply to those Employees covered by this Agreement.

# 6. Annual Salaries of Full-time Employees

#### 6.1 Annual Salaries

Full-time Employees will be paid an annual salary to reflect the hours of work that the Employee is anticipated to work over the course of each calendar year.

#### 6.2 Annual Salary in First Year

The annual salary for the first year of operation of this Agreement has been calculated on the basis of an average of 43 hours per week. The overtime component of the annual salary assumes 38 ordinary hours per week and is calculated on the following basis:

- (a) 2 hours at time and a half;
- (b) 3 hours at double time; and
- (c) a nominal allowance for meals.

#### 6.3 Fortnightly Instalments

The annual salary will be paid by equal fortnightly instalments, regardless of the actual hours worked per fortnight, since this will fluctuate due to the seasonal nature of the market and the variable nature of Smith's operations.

#### 6.4 Payment of Salary

Wages shall be paid by electronic fund transfer into the bank account nominated by the Employee.

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#### 6.5 End of Period Adjustment

- (a) At the end of each business period of 4 weeks the total hours actually worked by the Employee (excluding time worked on a Sunday or Public Holiday) will be compared with the number of hours incorporated into the annual salary.
- (b) In calculating the number of hours worked in a period, every hour worked on a Saturday will be considered as equivalent to 1.5 hours worked between Monday and Friday.
- (c) If the number of hours actually worked in the period is greater than the number of hours paid in the annual salary, then the additional hours will either be carried over to the next period or be paid out to the Employee (or some combination of the two). Additional hours carried over to the following period/s may be taken as paid time off at a time to be agreed between the Employee and Smith's.
- (d) The pay out will be calculated by averaging the additional hours worked per week and paying them out on the basis of time and a half for the first 2 hours each week and double time after that. This payment will be calculated by dividing the relevant weekly base rate by 38 to determine a Base Hourly Rate and then applying the relevant multiplier.
- (e) If the number of hours actually worked in the period is less than the number of hours incorporated into the annual salary, the Employee will be required to carry over and make up that time in the following period/s. Provided that Smith's will not require the Employee to carry over more than 12 hours from one period to the following period.
- (f) For the purpose of the end of period adjustment, periods of annual leave and long service leave will be treated as if all weekly hours incorporated in the annual salary had been worked by the Employee. For example, during the first year of operation of the Agreement an Employee taking one week of annual leave will be credited with 43 hours and will not be required to make up any hours at a later date. All other periods of paid leave will be treated as if an 8 hour day or a 40 hour week had been worked by the Employee. For example, an Employee taking one week of sick leave will be paid a week's salary based on 43 hours but may be required to make up 3 hours at a later date.

#### 6.6 Rates of Pay

(a) The annual salary payable to Full-time Employees is as follows:



	Weekly Base	Annual Base	Overtime Component	Loading & Allowances	Annual Salary
During Probation	\$565	\$29,380	\$7,297	\$565	\$37,200
After Probation	\$625	\$32,500	\$7,979	<b>\$</b> 625	\$41,100

- (b) These salaries are inclusive of overtime, annual leave loading and all other penalties or allowances prescribed under any award, agreement or statute that may otherwise apply. They are exclusive of shift allowances and payment for time worked on Sundays and Public Holidays.
- (c) The salary is payable during all periods of paid leave and represents the basis of calculation for superannuation contributions made by Smith's.
- (d) Employees appointed to relieve in the role of Warehouse Coordinator for periods of at least one week's duration will be paid an allowance of \$100 per week in addition to their base salary. This allowance will apply only for the actual period the Employee is required to perform the role of Warehouse Co-ordinator.

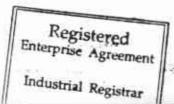
# 7. Wage Rates for Casual Employees

#### 7.1 Rates of Pay

(a) The ordinary hourly rate of pay for all Casual Employees is as follows:

Full-time	Base Hourly	Casual Hourly
Weekly Base	Rate	Rate
\$565	\$14.87	\$18.52

- (b) The Casual Hourly Rate of pay for a Casual Employee is calculated as follows:
  - (i) the Full-time Weekly Base Rate is divided by 38 (the *Base Hourly Rate*);
  - (ii) the Base Hourly Rate is multiplied by a factor of 15% (*Casual Loading*) to compensate for the non-payment of Public Holidays, sick leave and all other paid leave (except annual leave);



- (iii) the Base Hourly Rate plus the Casual Loading is divided by 12, comprising payment in lieu of annual leave; and
- (iv) the amounts calculated in accordance with (i), (ii) and (iii) are totalled.

#### 7.2 Junior Rates for Casual Employees

The following percentages shall apply to the above adult rates until the Casual Employee reaches 21 years of age:

- (a) 18 years of age: 70%;
- (b) 19 years of age: 80%; and
- (c) 20 years of age: 90%.

#### 7.3 Payment of Wages

Wages shall be paid formightly by electronic fund transfer into the bank account nominated by the Employee.

# 8. Wage/Salary Increases

- (a) A remuneration policy will be determined annually after consideration of Smith's competitive and market position. Increases in the Employee's base rate will be reflective of the performance of Smith's, the Rydalmere Warehouse and the relevant Employee/s.
- (b) The first review of Smith's base rate will be effective twelve months from the date of operation of this Agreement and will occur every twelve months thereafter. As a result of such review Smith's base rate will be increased by not less than any 'safety net' adjustment awarded by the New South Wales Industrial Relations Commission in the preceding 12 months.

# 9. Probationary Employment for Full-time Employees

# 9.1 Probationary Period

Smith's will employ all Full-time Employees on a probationary basis for a period of 12 weeks.

#### 9.2 Termination

During this period both the Employee and Smith's may terminate the employment contract on 1 week's notice. Neither party is required to give reasons for any such decision to terminate the contract and the counselling/disciplinary procedure set out in this Agreement does not apply during the Probationary Period.



# 10. Working Hours for Full-time Employees

#### 10.1 Ordinary Hours

- (a) Ordinary hours will be worked by Full-time Employees, other than on afternoon or night shift, between 6.00 am and 6.00 pm from Monday to Saturday inclusive. An average of 43 ordinary hours per week is intended to be worked by each Full-Time Employee but the daily start and finish times and the number of hours worked on any day may vary according to operational needs or by agreement between the Employee and Smith's.
- (b) At the time of making this Agreement, normal shift start and finish times are 6.30 am to 3.00 pm (day shift) and 3.00 pm to 11.30 pm (afternoon shift). Shift times may be varied by agreement between the Employee's and Smith's. If no agreement is reached and an Employee is required to commence work before 5.00 am, the Employee will be paid the same allowance as provided for in Clause 12.1 of this Agreement (Afternoon Shift Allowance).

#### 10.2 Rostered Hours

Normal starting and finishing times within a work roster will be determined in the first instance by agreement between Smith's and the Employee. If agreement is not reached, Smith's will set hours of work according to operational needs. At least one week's notice will be given to the Employee by Smith's of the Employee being required to change from one shift to another.

#### 10.3 Minimum Breaks Between Shifts

In the interests of health and safety, Employees will be given a break of at least 10 hours between shifts. If, at the time an Employee finishes a shift, he or she is rostered to work their next shift within 10 hours, the Employee will be released from working that part of their next shift which falls within the 10 hour break without loss of pay.

#### 10.4 Sunday and Public Holiday Work

- (a) All time worked by a Full-time Employee on a Sunday will be paid at the rate of double time.
- (b) All time worked by a Full-time Employee on a Public Holiday that would otherwise be a normal working day will be paid at the rate of double time (as normal pay for the day is already included in the annual salary).
- (c) All time worked by a Full-time Employee on a Public Holiday that otherwise would not be a normal working day (and therefore not already included in the annual salary) is paid at the rate of double time and a half.



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- (d) The amounts in paragraphs (a), (b) and (c) are paid in addition to the annual salary and are calculated by applying the relevant multiplier to the Base Hourly Rate.
- (e) This clause does not apply where a normally rostered shift either:
  - (i) commences before midnight on a Sunday or a Public Holiday; or
  - (ii) ceases on the morning of a Sunday or a Public Holiday.

# 11. Working Hours for Casual Employees

#### 11.1 Ordinary Hours

Ordinary hours will be worked by Casual Employees between 6.00 am and 6.00 pm from Monday to Friday inclusive. The actual start and finish times and the number of hours worked on any day may vary according to operational needs.

#### 11.2 Minimum Length of Shifts

A minimum engagement period of four hours will apply on any day on which a Casual Employee is required to work.

#### 11.3 Overtime

- (a) Overtime shall be paid to Casual Employees at the rate of time and a half for the first two hours and double time for each subsequent hour in respect of time worked:
  - (i) in excess of 8 hours per day
  - (ii) in excess of 38 hours per week; or
  - (iii) outside the ordinary hours defined in clause 11.1 above (excluding shift work);

All time worked on Sunday will be paid at the rate of double time (except where an ordinary time rostered night shift commences before midnight on a Sunday night or ceases on a Sunday morning).

- All time worked on Public Holidays will be paid at the rate of double time and a half (except where an ordinary time rostered night shift commences before midnight on the Public Holiday or ceases on the morning of a Public Holiday).
- (d) Overtime rates shall be calculated by applying the relevant multiplier (that is, time and a half or double time) to the Base Hourly Rate and Casual Loading as calculated under Clause 7.1(b)(i) and 7.1(b)(ii).
- (e) Public Holiday rates shall be calculated by applying the relevant multiplier (that is, double time and a half) to the Base Hourly Rate and Casual Loading as calculated under Clause 7.1(b)(i) and 7.1(b)(ii). The payment in lieu of annual leave, as calculated under Clause



7.1(b)(iii), is also payable for work performed on Public Holidays that fall on Monday to Friday inclusive. Otherwise the annual leave payment is not payable for work on Overtime or on Public Holidays.

#### 12. Shift Work

#### 12.1 Afternoon Shift Allowance

- (a) The Employee will receive an afternoon shift allowance of \$20 if the Employee is required to work a full shift, the majority of which is worked between 6.00 pm and 12.00 midnight.
- (b) If the Employee works less than a full afternoon shift a pro rata amount will be paid.

#### 12.2 Night Shift Allowance

- (a) The Employee will receive a night shift allowance of \$35 if the Employee is required to work a full shift, the majority of which is worked between 12.00 midnight and 6.00 am.
- (b) If the Employee works less than a full night shift a pro rata amount will be paid.

#### 12.3 Overtime

Shift allowance is not payable:



to Casual Employees for work in respect of which overtime is payable in accordance with Clause 11.3; or

to Full-Time Employees, for work in respect of which Sunday or Public Holiday rates are payable in accordance with Clause 10.4.

#### 13. Meal Breaks

- (a) The Employee is entitled to an unpaid meal break of 30 minutes during the course of an 8 hour day. The taking of the meal break will be scheduled around the middle of the working day at such a time as not to interfere with the continuity of operations.
- (b) If the Employee is required to work more than two hours in excess of the Employee's rostered hours, a second unpaid meal break of 30 minutes will be provided.
- (c) The taking and timing of daily rest pauses will be as agreed between the Employee and the Warehouse Co-ordinator.

#### 14. Annual Leave

(a) At the end of each 12 months' employment, a Full-time Employee will be entitled to 4 weeks' annual leave, exclusive of Public Holidays.

The Employee and Smith's may agree for annual leave to be taken in advance (in whole or in part) of the Employee accruing a full entitlement.

- (b) The Employee will take annual leave no later than 6 months after he or she becomes entitled to annual leave in each year. If Smith's and the Employee cannot agree on a time for this taking of leave, Smith's may direct the Employee to take leave by giving the Employee at least 14 days' notice of the date from which the leave is to be taken.
- (c) Employees will continue to receive the annual salary during periods of annual leave.
- (d) Upon termination of employment, accrued annual leave entitlements will be paid out to the Employee based on annual salary, along with a pro rata payment equal to one twelfth of the amount of salary paid for the incomplete year of service.
- (e) For the avoidance of doubt, this clause does not apply to Casual Employees.

#### 15. Sick Leave

- (a) Full-time Employees will continue to receive the annual salary (which excludes any shift allowance, if applicable) if absent from work due to short term illness or injury which is not work-related.
- (b) If the Employee's absence becomes a protracted or a regular occurrence, Smith's will discuss the situation with the Employee and make a decision regarding the continuation of the salary payment. In this situation, the standard provision of 10 days' leave, cumulative from year to year, will be used as a reference.
- (c) The Employee will advise Smith's as soon as possible but not less than one hour before the normal commencement of work of an inability to attend for duty and give an estimate of the duration of absence.
- (d) The Employee, with the agreement of Smith's, may take paid time off work to provide care and support for a person for whom they are primarily responsible should that person suffer from a short term illness or injury. In the event the Employee's absence becomes a protracted or a regular occurrence, Smith's will discuss the situation with the Employee and make a decision regarding the continuation of the salary payment.
- (e) For the avoidance of doubt, this clause does not apply to Casual Employees.

# 16. Special Leave

- (a) Jury Service Employees will be paid the difference between their annual salary and the amount received by them for jury service, provided that they provide Smith's with proof of attendance, duration of their attendance and the amount received in respect of jury service.
- (b) Bereavement Leave Employees are entitled to three days' paid leave on the death of a close family relative, including a spouse (including defacto), parent (including foster parent and step parent), parent in law, child, step child, brother or sister, or any other person in respect of whom the employee would be entitled to Personal Carer's Leave under clause 18.
- (c) Other Special Leave Smith's may agree with an Employee to provide pay time off for any other situations beyond the control of the Employee. Such leave and its duration will be decided on the merits of the situation, the leave history and performance of the employee.
- (d) For the avoidance of doubt, this clause does not apply to Casual Employees.

# 17. Long Service Leave

- (a) The Employee shall accrue long service leave in accordance with the Long Service Leave Act 1955 (NSW). The time and manner in which long service leave is taken shall be as agreed between the Employee and Smith's.
- (b) Full-time Employees will continue to receive the annual salary during periods of long service leave.

#### 18. Personal Carer's Leave

The Employee is entitled to Personal Carer's Leave in accordance with the State Personal Carer's Leave Case 1996. Details of this entitlement will be provided by Smith's on request.

#### 19. Parental Leave

The Employee is entitled to Parental Leave in accordance with the Industrial Relations Act 1996.

# 20. Superannuation

Smith's shall contribute the prescribed percentage of the Employee's earnings on behalf of the Employee into a fund nominated by Smith's and in

accordance with the provisions of the Superannuation Guarantee (Administration)

Act.

# 21. Public Holidays

- (a) Unless otherwise agreed between Smith's and the Full-time Employee, the Employee will be entitled to be off duty without deduction of annual salary on Public Holidays.
- (b) For the avoidance of doubt, this clause does not apply to Casual Employees.

#### 22. Uniforms

- (a) Smith's will supply the Employee with uniforms, safety equipment and/or footwear in accordance with Smith's' site policy. The Employee must wear the supplied uniform, equipment and/or footwear as directed during working hours.
- (b) Uniforms, safety equipment and footwear at all times remain the property of Smith's. On termination of employment, the Employee will return all uniforms, equipment or footwear provided by Smith's or Smith's will be entitled to deduct the value of non-returned items from any termination payments owing to the Employee.

# 23. Counselling/Disciplinary Procedure

(a) The primary purpose of this procedure is to ensure all Employees are informed of and given the opportunity to meet the standards required by Smith's. Issues warranting counselling or discipline are separated into two types:



- (i) Behavioural *Patterns*. These are continuing or repeated breaches of Smith's' standards which as a one-off issue may not be serious enough to warrant counselling but through repetition become a performance problem. Examples are unavailability for work, punctuality or failure to follow correct procedures.
- (ii) Behavioural *Incidents*. These are specific incidents where an Employee's conduct breaches generally accepted or Smith's-specific standards of behaviour. Examples include abusive language or refusal to comply with instructions.
- (b) Fundamental breaches of the contract of employment, including theft, the use of violence, non-prescribed drugs or alcohol in the workplace, will result in instant dismissal.
- (c) Three methods of counselling and discipline may apply depending on the nature of the conduct in question:

- (i) Counselling. This involves the Employee being formally or informally reminded or informed of a problem. The purpose of counselling is to make the Employee aware of the problem so that it can be rectified by the Employee. Counselling may be delivered in a one-on-one or group setting.
- (ii) First Written Warning. This involves a formal discussion between the Employee and the Warehouse Co-ordinator or Distribution Centre Manager. The Employee has the option of having another person present, such as another employee of his or her choice or a union representative. The Employee will have the opportunity to make and/or write comments and to receive a copy of the written warning.

The First Warning may contain the warning that a continuation or repeat of the problem may lead to the termination of employment.

(iii) Final Written Warning. This involves a formal discussion between the Employee, the Warehouse Co-ordinator and the Distribution Centre Manager. The Employee has the option of having another person present, such as another employee of his or her choice, a union representative or a more senior Smith's manager if appropriate. The Employee will have the opportunity to make and/or write comments and to receive a copy of the written warning.

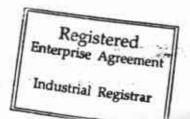
The Final Warning may contain the warning that a continuation or repeat of the problem will lead to the termination of employment.

- (d) Selection of Counselling Methods. For Behavioural Pattern issues, counselling should precede a written warning. Whether two warnings are provided will depend on the nature of the conduct in question. For Behavioural Incident issues, the method of counselling and discipline to be applied should match the severity and circumstances of the particular incident whilst being consistent with past practice.
- (e) This clause applies to all Full-time Employees and to Casual Employees provided they have had at least 12 months' service.

# 24. Termination of Employment

#### 24.1 Notice Requirements for Full-time Employees

Subject to Clause 23.2, two weeks' notice is required by both the Employee and Smith's of termination of employment, subject to Smith's' rights of summary dismissal in the case of a fundamental breach of the employment contract. Payment of annual salary may be made in lieu of all or part of the notice period.



#### 24.2 Probationary Period

During the Probationary Period, the notice period required of both the Full-time Employee and Smith's is one week (or by payment or deduction of salary in lieu) in accordance with Clause 9.2.

#### 24.3 Abandonment of Employment

In the event the Employee is absent from work for a continuous period of three working days without notification to Smith's, employment will be deemed to have been abandoned by the Employee without notice. Termination of employment by abandonment will take effect from the last date of attendance at work or from the last date for which leave was authorised by Smith's.

#### 24.4 Casual Employees

If a Casual Employee no longer wishes to be available for work for Smith's, the Casual Employee shall give Smith's one day's notice of this unavailability. Smith's shall provide the same notice should no further work by the Casual Employee be required in the future.

# 25. Redundancy

Smith's will provide the Employees with the entitlements prescribed in the State Redundancy Test Case 1994. Details of these entitlements will be provided by Smith's on request.

# 26. Dispute and Grievance Resolution Procedure

- (a) The procedure in paragraph (c) applies to the Employee and Smith's in relation to the settling of grievances and the avoiding of disputes. It is based on consultation, co-operation and discussion with the object of minimising disruption to working relationships and the performance of work.
- (b) The Employee and Smith's acknowledge that this procedure provides complete and adequate remedies for problems and grievances which may arise in the course of the employment or in respect of the termination of employment. The parties agree that all employment-related issues will be pursued in accordance with this clause and not otherwise.
- (c) The procedure is as follows:
  - (i) Step1 In the event the Employee has a grievance, the Employee in the first instance shall attempt to resolve the matter with the Warehouse Co-ordinator.
  - (ii) Step 2 If the grievance is not resolved in Step 1, the Employee with the Warehouse Co-ordinator should refer the matter to the Distribution Centre Manager for discussion.



- The grievance or dispute may be committed to writing if requested at this stage.
- (iii) Step 3 If the grievance is not resolved in Step 2, the matter should be referred to Smith's' Human Resources Manager for discussion. At this point the Employee may involve another person, such as a union representative, to assist with resolution.
- (iv) Step 4 If the grievance is not resolved in Step 3 after the parties have genuinely attempted to achieve settlement, then the matter may be referred jointly to another party, such as a more senior Smith's manager, or may be referred by the parties jointly or independently to the Industrial Relations Commission of New South Wales.
- (d) Throughout all stages of this procedure, Smith's and the Employee/s commit to normal work continuing unless there is a reasonable concern about an imminent risk to the Employee's health or safety. Smith's and the Employee/s will co-operate to ensure that each step in the resolution process is followed as quickly as is reasonably possible.

#### 27. Anti-Discrimination

- (a) It is the intention of Smith's and the Employee to respect and value the diversity of the work force by helping to prevent and eliminate discrimination at their enterprise on the basis of race, colour, sex, sexual preference, age, physical or mental, disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
  - Any dispute concerning these provisions and their operation will be progressed initially under the dispute and grievance resolution procedure in this Agreement.
- (c) Nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth or State legislation.

#### 28. No Duress

(b)

This Agreement was not entered into under duress by either Smith's or the Employee.

# 29. Glossary

Rydalmere Warehouse Employees or the Employees means the Smith's Employees engaged at the Rydalmere Warehouse, and consists of the Fulltime Employees and the Casual Employees.

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Full-time Employees are Rydalmere Warehouse Employees engaged on a full-time basis.

Casual Employees are Rydalmere Warehouse Employees engaged on a casual basis.

Probationary Period means the period referred to in clause 9.1.

Public Holidays are New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Sovereign's Birthday, Labour Day, Christmas Day, Boxing Day and any other day which by Act of Parliament is proclaimed as a substitute for such days or may be declared as an additional public holiday.

Rydalmere Warehouse means the warehousing activities conducted by Smith's at its site at 23 South Street, Rydalmere, or which are connected with or incidental to the activities conducted at that site.

Registration means registration of this Agreement by the Industrial Relations Commission of New South Wales.

Smith's means The Smith's Snackfood Company Ltd, the employer of the Rydalmere Warehouse Employees.

**EXECUTED** in Sydney on 20th day of September, 2000.

SIGNED ON BEHALF OF THE ) SMITH'S SNACKFOOD COMPANY	
LTD	) 00
in the presence of:	3/14
Witness	Johnny & Smith Print Name
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Print Name	Office Held
SIGNED ON BEHALF OF THE ) EMPLOYEES ) in the presence of: )	6/1/
,	Signature
5. 6 utr	KIM CHAPMAN:
Witness	Print Name
SCOTT GUTHRIE	
Print Name	Registered

Industrial Registrer

SIGNED ON BEHALF OF THE **EMPLOYEES** 

in the presence of:

Witness

Print Name

SCOTT GUTHRIE Print Name

Registered
Emerprise Agreement

Industrial Registrar

18 Yearner