REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA01/133

TITLE: Snack Brands Australia Smithfield Operations & Logistics North Enterprise Agreement January 2001

I.R.C. NO:

2001/2027

DATE APPROVED/COMMENCEMENT: 3 April 2001/ 1 January 2001

TERM:

30 months

NEW AGREEMENT OR

VARIATION:

New. Replaces EA00/44

GAZETTAL REFERENCE:

18 May 2001

DATE TERMINATED:

NUMBER OF PAGES:

29

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees at the Smithfield Plant (15-21) Britton St) and Logistics North Distribution Centre (39 Britton St)

PARTIES: Snack Brands Australia -&- National Union of Workers, New South Wales Branch, The Australian Workers' Union, New South Wales

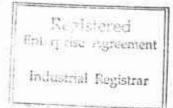


SNACK BRANDS AUSTRALIA

SMITHFIELD OPERATIONS & LOGISTICS NORTH

ENTERPRISE AGREEMENT

JANUARY 2001



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APPENDICES

- 1. REDUNDANCY POLICY
- 2. CLASSIFICATION STRUCTURE

1 COMMITMENT OF THE PARTIES

- 1.1 The Snack Brands Australia goal is to become the first choice in snacks among consumers, the preferred snack food supplier to our customers, a preferred customer to our suppliers and to involve and develop employees in the continuous search for improvement.
- 1.2 This Agreement has been put together in a way such that the Smithfield Operations and Logistics North employees play key roles in achieving Snack Brands Australia's future. In doing so it recognises that employees have both rights and responsibilities in their employment and that this employment agreement serves as a tool for continuously improving against cost, quality, service and people measures.

2 SCOPE

- 2.1 This Agreement will apply to all employees at the Smithfield Plant (15-21 Britton St) and Logistics North Distribution Centre (39 Britton St) who perform work covered by either the Storeman and Packers General (State) Award or the Potato Crisp Makers (State) Award. The groups responsible for signing this agreement are Snack Brands Australia (SBA), the Australian Worker's Union (NSW Branch), and the National Union of Workers (NSW Branch).
- Any provisions of The Storeman and Packer's General (State) Award or The Potato Crisp Makers (State) Award not specifically addressed by this agreement shall, for the purpose of maintaining this agreement, continue to apply where appropriate. Where a matter is not referred to in this agreement or the parent Award it is understood that the appropriate legislative requirements apply eg. Long service leave, maternity leave, equal employment opportunity, etc.
- 2.3 General industrial issues arising outside SBA's operations will not be used to adversely affect the Company's operations for the life of this agreement.
- 2.4 Unregistered site arrangements not signed off by this agreement will not be honoured by Snack Brands Australia.
- 2.5 This Agreement will apply from 1st January 2001 to 30th June 2003. Negotiations for the next Agreement will commende no later than 01/04/2003, with the aim to be finished by 31/05/2003.

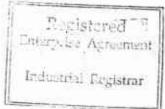
3 TERMS OF EMPLOYMENT

3.1 Full - Time Employees



3.2 Part Time Employees

3.2.1 Part time employees are engaged for up to 37.5 hours per week. Part time employees are guaranteed a minimum of four hours' work for any one call in, and will be offered a minimum of twenty two and a half hours per week. A part time production employee not offered twenty-two and a half-hours work in a week will be paid a minimum of twenty-two and a half-hours.



- 3.2.2 In addition to receiving the normal rate of pay for the position, pro-rated for the hours worked, part-time employees will also receive pro-rata entitlements for sick leave, annual leave, annual leave loading, public holidays, bereavement leave, and long service leave based on their actual time worked over one year (from anniversary date to anniversary date).
- 3.2.3 Call-in is done on a rotating basis. Part Time employees will, wherever possible, be given preference to work over casual employees.
- 3.2.4 A part time employee must be available for work across all three shifts. If a part time employee is unavailable or does not call in with a valid reason, for two out of ten callins then the counselling procedure will be applied. Five days notice will be given to part timers to change shift, if agreed by both manager and employee shorter notice may apply.

3.3 Casual Employees

3.3.1 Casual employees are those employed on each occasion on which they perform work. Casual employees are guaranteed a minimum of four hours work for any one call in. Wherever possible, without limiting operational flexibility, casuals will be given preference over contractors.

The following table outlines the casual hourly rates associated with levels within the classification structure and the changes throughout the term of the Agreement.

Date of Increase	01/01/01	01/07/01	01/01/02	01/01/03	
Level	4% Increase	2% Increase	4% Increase	3% Increase	
5	\$24.409	\$24.897	\$25.893	\$26.670	
4	\$22.837	\$23.294	\$24.226	\$24.953	
3	\$21.834	\$22.271	\$23.161	\$23.856	
2	\$21.409	\$21.838	\$22.711	\$23.392	
1	\$19.477	\$19.867	\$20.661	\$21.281	

Example calculation showing the calculated full rate, including 15% casual loading and one twelfth in lieu of annual leave.

Level	base = a	b = 15% of a	c=a+b	d = c/12	full rate = c + d
1	15.634	2.345	17.979	1.498	19.477

- 3.3.2 A casual employee must be available for work across all three shifts. If a casual employee is unavailable or doesn't call in with a valid reason, for two out of ten 'callins' then the counselling procedure will be applied.
- 3.3.3 SBA is committed to ensuring that a viable working balance of permanent and casual labour is maintained. SBA will undertake bi-annual reviews of labour usage and will, when available, offer full time or part time positions.

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USE OF CONTRACTORS AND SUPPLEMENTARY LABOUR

- 4.1 It is SBA's preference to engage permanent employees under the agreement, however there are occasions when the company requires contract and / or supplementary labour.
- 4.2 If there is a major change to the arrangements regarding the use of supplementary labour, then the company will ensure that the change will be discussed with the consultative committee.
- 4.3 Where supplementary labour is engaged, rates of pay and loading percentages no less than those applicable to SBA employees in the relevant classification and location will be applied.
- 4.4 Contractors or temporary employees carrying out work that would normally be performed by employees of SBA, where it is practical, will preferably be engaged from firms who are party to a labour hire agreement or enterprise agreement with the Australian Workers' Union and or the National Union of Workers. If SBA selects a firm that does not have an agreement in place then the company will facilitate the process whereby the labour hire company and the union could develop an arrangement. The exception will be where it is impractical to observe this arrangement due to the specialist nature of the work to be performed.

5. HOURS OF OPERATION

- 5.1 Starting and Finishing Times - SBA will advise each employee of the fixed starting and finishing times to be worked by him or her. SBA may alter the fixed starting and finishing times by giving full time employees not less than five working day's notice or, if agreed by both manager and employee, shorter notice may apply. The part timers and casuals may have altered starting and finishing times within their shifts spread of hours on a day to day basis.
- 5.2 Spread of Hours (Production)

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The ordinary hours of work for all Production employees, except Sanitation employees, under this Agreement will be spread over 37.5 hours, Monday to Friday. The spread of hours shall be:

> 05.00 am. - 05.00 pm. Day 12.00 pm. - 12.00 am. Afternoon

> Night 09.00 pm. - 09.00 am.

- Unless agreed by management and employees day shift will start no later than 7.00 am., afternoon shift no later than 3:00 pm., and night shift no later than 11.00 pm.
- 5.2.3 An employee who works a rostered night shift that commences each week at or after 11.00 pm. on a Sunday shall be paid at ordinary time for all time worked on Sunday.
- Continuity of Operation Shifts will be so arranged to allow continuity of operation. No employee will cease work until such time as a relieving employee is available for work. SBA will do all things reasonably necessary to relieve the employee as soon as possible. Overtime rates will apply if you are to wait for someone to relieve you at the end of your shift. A minimum of 15 minutes overtime will be paid after working 5 minutes past the end of the shift.

- 5.3 Spread of Hours (Sanitation)
 - 5.3.1 The ordinary hours of work for Sanitation employees under this agreement will be spread over the following 37.5-hour week.

Friday	7.00 am 2.30 pm.
Saturday	7.00 am 7.30 pm.
Sunday	7.00 am 7.30 pm.
Monday	7.00 am 2.30 pm.

- 5.3.2 The spread of hours applies for all full timers, part timers and casuals.
- 5.3.3 Sanitation employees will receive for all hours worked on Saturday 125% of their ordinary earnings and for all time worked on Sunday 150% of their ordinary earnings.
- 5.3.4 Overtime rates will apply for work outside the spread of hours as listed above, including all work on Tuesday, Wednesday & Thursday.
- 5.3.5 Full time sanitation employees will have preference for work over part timers. Part time employees will have preference for work over casuals.
- 5.4 Spread of Hours (Warehouse & Distribution Centre)
 - 5.4.1 The ordinary hours of work for Warehouse employees under this agreement will be spread over 37.5 hours Monday Friday and the spread of hours shall be:

Day	6.00 am 5.00 pm.
Afternoon	1.00 pm 12.00 am.
Night	9.00 pm 8.00 am.

- 5.4.2 Unless agreed by management and employees day shift will start no later than 7.00 am., afternoon shift no later than 3.00 pm., and night shift no later than 11.00 pm.
- 5.5 Changing Hours of Work SBA and the majority of employees engaged to work on a particular shift or in a particular section of the plant may agree to introduce alternative hours of work.
- 5.6 Overtime (Monday Friday)
 - 5.6.1 All time worked over 7.5 hours per day or outside the spread of hours shall be paid for at the rate of time and one-half for the first two hours and at the rate of double-time thereafter.
 - 5.6.2 A maximum of 12 continuous hours work will be paid. No employee will be asked to work or be rostered to work if he or she has not had 10 consecutive hours rest between the termination of work and the next commencement of work.

No employee will be paid for time worked in breach of clause 5.6.2.

Meetings: Employees must have a 10 hour break on one side of a meeting only.



- 5.6.3 An employee who is required to work over-time for more than two hours shall be allowed a 15 minute paid break. This break may be taken at an agreed time between employee and Facilitator.
- 5.6.4 Where an employee has not been notified on at least the prior shift of the need to start work earlier than their normal starting time then that employee will have the option of completing his/her normal shift.
- 5.6.5 Where an employee has not been notified on at least the previous shift to work overtime, they will be entitled to the payment of one meal allowance after one hours' continuous work regardless of the duration of the overtime.
- 5.6.6 If an employee is asked to work overtime for a given time period the employee will be entitled to work for those hours. The employee may elect to leave if work is not available before the given time is up and will only be paid for the actual time worked. Time worked longer than the given period will be paid to the next fifteen minutes. If the employee is asked to work until the production run is finished, with no actual time given, the employee will be paid up to the finish of production. Refer to clause 10.9 for weekend overtime.

6 BREAKS

- 6.1 Meal Break An employee shall take a meal break after four hours (two hours for afternoon shift) from his/her normal starting time and before six hours (and four hours for afternoon shift) from his/her starting time. A casual or part time employee may work up to 6 hours without a meal break by mutual consent. The meal break shall be taken at a mutually agreed time with agreement from the Labour Coordinator. If agreement cannot be achieved then the Facilitator can make an overriding decision. The meal break is an unpaid break for thirty minutes.
 - 6.1.1 Meal breaks will start as follows:

Day shift:
Afternoon shift:
Night shift:

11:00 am 5:00 pm. 3:00 am. Enterp. 12 A The annual Industrial Englishman

- 6.2 Tea Break All employees will be entitled to a paid tea break of fifteen minutes to be taken in a way that prevents production stopping. The tea break should be taken separately from the meal break.
- 6.3 Other Breaks Any other breaks must be approved by the employee's Facilitator.

7 RATES OF PAY

7.1 Rates of Pay

7.1.1 From the first full pay week after 01/01/2001 the new rates of pay shall apply as shown in clause 8.3 and 3.3.1.

7.2 Allowances

Date of Increase	01/01/01	01/07/01	01/01/02	01/01/03
Allowance				
Meal	\$7.59	\$7.74	\$8.05	\$8.29
First Aid – Senior	\$12.48	\$12.73	\$13.24	\$13.63
First Aid -Occupational	\$14.56	\$14.85	\$15.44	\$15.91

7.2.1 Shift Loadings:

Afternoon Shift

17.5%

Night Shift

32.5%

8 SKILLS BASED CLASSIFICATION STRUCTURE

- 8.1 This agreement sees the ongoing development of the skills based classification structure. The aim of this structure is to encourage broad banding of skills. Not withstanding Clause 8.7, rather than 'own' job, salaries are linked to the acquisition of skills as recognised by the completion of competency modules within each level.
- 8.2 The workforce is made up of five key areas as noted in appendix 2 'Competency Structure and Standards'. This structure is based on streams, or 'functional areas' rather than jobs. Within each stream there are typically a number of job roles being performed. For all streams the 'core' competencies must be achieved as well as the stream competencies to progress through each level.
- 8.3 The following table outlines the salaries associated with levels within the classification structure and the changes throughout the term of the Agreement.

Date of Increase	01/01/01	01/07/01	01/01/02	01/01/03	
Level	4% Increase	2% Increase	4% Increase	3% Increase	
5	\$781.14	\$796.77	\$828.64	\$853.50	
4	\$730.71	\$745.33	\$775.14	\$798.40	
3	\$698.22	\$712.19	\$740.68	\$762.90	
2	\$682.98	\$696.64	\$724.50	\$746.24	
1	\$620.74	\$633.16	\$658.49	\$678.24	

- 8.4 New positions may become available from time to time as new processes or systems are introduced. SBA may in these circumstances develop new positions within the competency structure after discussion with the Consultative committee. All efforts will be made to incorporate the new role within the current competency framework, however if the role does not fit then any changes will be included in the next EBA.
- When applications are sought for training, either from a vacant or new position, interested personnel will need to reply in writing to the Human Resources department. The successful applicant as determined by competency based interviews, will be given adequate training to learn the required skills. After a 'reasonable' amount of training the applicant will be assessed. If they are not yet competent, further training will occur. After further training, if the applicant is not competent they will return to their previous duties and further applications will be sought.

- 8.6 Whilst training, the applicant will remain on their standard rate of pay. Only after completion of their training and having completed requirements for all competencies at that level will the employee be paid at the new level.
- 8.7 No employee will be required to perform duties at a higher level until they have been accepted in writing, as a suitable training applicant. In some circumstances employees may be required to perform duties above their current classifications without being accepted as suitable for level training and reclassification. In such cases the mixed functions provision as contained in Clause 15 of the Potato Crisp Makers (State) Award will apply to production employees and Clause 23 of the Storemen & Packers General (State) Award shall apply to Warehouse employees.
- 8.8 An employee must demonstrate competence at their current level before being assessed for the next level, i.e. there must be successful competency assessments on the persons file at their current level. As required SBA will undertake to re-train people at their current level so as to ensure there are adequate records on file to support further development.
- 8.9 Assessment will be done jointly by both shopfloor assessors and a management representative. In the event the employee disputes the outcome, the grievance procedure will be followed as described in section 16, Avoidance of Industrial Disputes. Disputes on selection for training will also follow this process.
- 8.10 To ensure employees receive their new pay rate, a person who has been accepted to do level training and is assigned to the higher level tasks they will automatically be assessed after three (3) months. An applicant may request to be assessed earlier if they believe they are ready. This will be coordinated by the Plant Manager.
- 8.11 The company is committed to developing meaningful, transferable skills for employees. As such SBA is committed to train and assess all production employees for The Level 1 Certificate in Food Processing in conjunction with recognised learning institutes. This is a national certificate, which is recognised across the food industry.
- 8.12 Throughout the life of the agreement there may be further consideration of alignment of SBA competencies with National Industry competencies.

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 Enterprise Agreement

9 LABOUR FLEXIBILITY

- 9.1 Crewing levels: All crewing levels will be workload based and previous practices that served to restrict or inhibit the ability of the operation to increase performance or flexibility between jobs or across shifts shall no longer operate.
- 9.2 People leaving: It is accepted that during this Agreement resignations and retirements will take place. In such circumstances replacement will not be automatic. The decision of whether to replace particular jobs will be based on the SBA's workload assessment consistent with continuously improving employee productivity.
- 9.3 Union Flexibility: Employees covered by this Agreement may be members of the AWU or NUW (NSW Branch). The general difference between union coverage is that the AWU covers production work and the NUW (NSW Branch) covers work related to receivals, dispatch and warehousing.

Industrial Registrar

- 9.3.1 AWU members who train for NUW (NSW Branch) positions or NUW (NSW Branch) members who train for AWU positions may remain members of their current union whilst undergoing agreed training. Those employees may then join the appropriate union once reclassified.
- 9.3.2 The general agreement between all groups signing this agreement is that where an employee is trained and competent to perform a task they will perform it. This principle will apply across all areas of operation, which include production, sanitation, warehousing, and the maintenance environment in line with the agreed practices.
- 9.3.3 On-going Consultation: In any other areas where job dispute issues arise which may slow or stop production, it is agreed that both unions and management would resolve such situations by consultation and agreement.

10 HOLIDAYS AND WEEKENDS

- 10.1 For the purpose of this Agreement the following days shall be holidays, namely: Christmas Day, Boxing Day. Other holidays are New Years Day, Australia Day, Good Friday, Easter Monday, Anzac Day, the employee's birthday, Queen's Birthday, Labour Day or such other day's as are proclaimed a public holiday to be observed generally by persons in NSW.
- 10.2 Birthday Leave: Each full time and part time employee will be entitled to 7.5 hours leave each year in recognition of their birthday. This entitlement for Birthday Leave falls due as of the employee's actual birthday and must be taken within 12 months of that date. Birthday Leave cannot be accrued from year to year. Birthday Leave may be taken at any time within the 12 months of falling due as long as it is not in the month of December except for employees whose actual birthday is in December.
- 10.3 Each full time employee will be entitled to Rostered Days Off (RDO's) in addition to their annual leave entitlements, birthday leave and public holidays with the following conditions:
 - 10.3.1 There will be five (5) RDO's for the year 2001 There will be six (6) RDO's from the year 2002
 - 10.3.2 Days off will be agreed between the employee and his/her Facilitator taking into account the needs of the business. The Facilitator will do his/her best to accommodate the date requested consistent with manufacturing requirements and employee availability
 - 10.3.3 Where business conditions dictate, SBA may request the employees of a section or sections to take one of these days off on a specific date.
 - 10.3.4 No RDO's may be taken in December.
 - 10.3.5 These days must be taken in the period lst January 30th November of each year for the life of this Agreement. RDO's will be lost if not taken within the year.



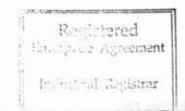
- 10.4 If an employee is absent from work on the day before or the day after a holiday without the permission of the company or without reasonable excuse, SBA shall be entitled to deduct from the wages of that employee payment of such holiday, as well as payment with respect to any other absence.
- 10.5 All work performed on holidays shall be paid for at two and a half times the ordinary rate of pay with the exception of Good Friday and Christmas Day which shall be paid at triple time.
- 10.6 A minimum payment of four hours will apply for work performed on Saturdays, Sundays and holidays.
- 10.7 Weekend penalties (except for Sanitation employees) will commence from midnight Friday to midnight Sunday except where 5.2.3 applies. Weekend penalties are as per the respective parent Awards.
- 10.8 Penalties under this Agreement will not be added together.
- 10.9 Where an employee has not been notified with a minimum of four hours notice to work overtime on weekends, they will be entitled to the payment of one meal allowance.

11 ANNUAL LEAVE

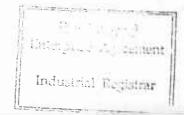
- 11.1 Annual leave shall be granted and taken in accordance with the provision of the New South Wales Annual Holidays Act and the subsequent provisions of this clause.
- When annual leave is taken, a loading of 17.5% of the annual leave payment or the shift loading will be paid to the employee whichever is the greater.
- 11.3 Employees planning long holidays who wish to hold on to their annual leave must make a written application to their Facilitator detailing the length of the proposed holiday and when they wish to take it. SBA will try to allow such leave consistent with the Company's requirements and labour availability.
- 11.4 To assist in production scheduling, employees should nominate their planned holiday no later than three months in advance. Confirmed holiday rosters will be provided by SBA for the following quarter. SBA recognises that unforeseen circumstances may require employees to apply for unplanned annual leave and SBA will try to comply with any requirements, consistent with labour availability. All applications for unplanned leave must be made to the Facilitator in writing, as soon as possible after the employee becomes aware of the requirements to take unplanned leave.

12 SICK LEAVE

12.1 Sick Leave - An employee other than a casual who has more than three months' continuous service and who is absent from his or her work because of personal illness or because of injury by accident, shall be entitled to leave of absence without deduction of pay, up to ten days per year subject to the following conditions:



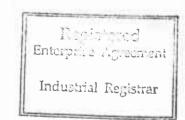
- 12.1.1 An employee must inform SBA no later than one (1) hour before the start of his/her normal shift, of his/her inability to attend for duty and as far as possible the estimated length of absence. Failure to follow this procedure will lead to disciplinary action unless there are extra-ordinary circumstances. Except in extraordinary circumstances, where an employee fails to let the employer know, he/she will lose claim to sick leave for the whole of such absence.
- 12.1.2 The employee shall prove to the satisfaction of SBA that he/she was unable, on account of such illness or injury, to attend for work on the day/s for which sick leave is claimed.
- 12.1.3 SBA will require a medical certificate from a duly qualified Medical Practitioner for two or more consecutive days absence, but in some circumstances will accept a Statutory Declaration. The company may ask for a medical certificate for single days when trends develop in absenteeism.
- 12.1.4 Sick leave shall be accumulated from year to year, however under no circumstances will accrued sick leave be paid out.
- 12.2 Family Leave an employee with responsibilities in relation to another person who needs their care and support shall be entitled to use any sick leave entitlement which accrues after 1/1/96 for absences to provide care and support for such persons when they are ill subject to the following conditions:
 - 12.2.1 The employee shall prove by showing a medical certificate, the illness of the person concerned.
 - 12.2.2 The employee is responsible for the care and support of the person concerned.
 - 12.2.3 The person being a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling, a same sex partner, or a relative (by blood, marriage, or affinity, and living in the same household), as per Storeman and Packers General (State) Award under clause 26A(1)(c)(ii) and the Potato Crisp Makers (State) Award under clause 26(1)(c)(ii).
 - 12.2.4 The employee shall, wherever possible, give SBA notice before the absence of the intention to take leave, the name of the person requiring care, their relationship to the employee, the reasons for taking the leave, and the expected length of the leave. If prior notice is not possible the employee shall notify SBA by telephone at the first opportunity on the day of the absence.
 - 12.2.5 An employee may elect, with the consent of SBA, to take unpaid leave for the purpose of providing care and support to a family member.
 - 12.2.6 An employee may elect, with the consent of SBA, to take annual leave not over five days in any calendar year for the purpose of providing care and support to a family member.
 - 12.2.7 If an employee does not have enough leave accruals SBA will give consideration to employees having time off in lieu of overtime or who wish to make up time for the purpose of providing care and support to a family member.



- 12.3 Extended Sick Leave not including the sick and family leave provisions outlined in this section it is recognised that in some cases employees may experience serious and long term illnesses resulting in disablement for periods in excess of reasonable sick leave accruals subject to the following conditions:
 - 12.3.1 SBA will consider requests for extended sick leave on a case by case basis taking into account the employee's length of service and his/her attendance and performance record.
 - 12.3.2 Application for such leave must be in writing accompanied by supporting medical evidence,
 - 12.3.3 Application for extended sick leave should be made to the Facilitator.
 - 12.3.4 Any application in dispute will be resolved by reference to the grievance procedure.

13 CONSULTATIVE COMMITTEE

- 13.1 The Consultative Committee will continue to meet the following needs:
 - 13.1.1 To discuss the implementation of the Enterprise Agreement.
 - 13.1.2 To act as a referral point on matters concerning or arising out of the Enterprise Agreement.
 - 13.1.3 To be involved in the creation of a new work culture.
- 13.2 To ensure its continued commitment to meeting the above needs the Consultative Committee should:
 - 13.2.1 Abide by its formal Charter.
 - 13.2.2 Review its Charter annually.
 - 13.2.3 Ensure replacements are made promptly.
 - 13.2.4 Meet four weekly.
 - 13.2.5 Meetings may be called by members on a needs basis.



14 INTRODUCTION OF CHANGE

- 14.1 SBA will consult the Workplace Consultative Committee and the Occupational Health & Safety Committee at the earliest opportunity of planned changes to work or introduction of new technology during the life of this Agreement.
- 14.2 The information will cover projected introduction time, the likely effects on workforce/skill needs, the need for retraining or transfer of employees to other work areas and the changing of jobs.

- 14.3 This information will be used to provide a course of action for handling the intended change at a time closer to its introduction.
- 14.4 SBA will give prompt consideration to matters raised by the Consultative Committee, employees and/or their unions in relation to the changes.
- 14.5 Any major change made by the consultative committee affecting the employees will be presented to the shop floor through small group meetings (within period reviews) or shift meetings if appropriate.

15 KEY PERFORMANCE INDICATORS (KPI's)

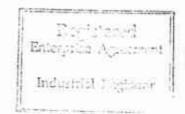
- 15.1 Parties to the agreement recognise and are committed to the development and introduction of improvements to increase the efficiency of the organisation. SBA uses KPI's to measure overall performance and the effect of any improvements.
- 15.2 In order to ensure employees can effectively contribute to the process of continuous improvement, the company will share the KPI information with employees. By working with the Consultative committee, appropriate KPI's will be established to be shared with all employees. The following are examples of potential KPI's.

Warehouse:

- (a) Case movements
- (b) Damaged cases
- (c) Cube efficiency

Production:

- (a) Consumer Complaints
- (b) Waste levels processing & packaging
- (c) Non-engineering related downtime



- 15.2 Additional KPI's, or different KPI's may be established following consultation with the Consultative Committee.
- 15.3 It is agreed that any targets associated with KPI's will be established through consultation and agreement by all parties.
- 15.3 Management will not use KPI targets to discipline or terminate individual employees.
- 15.4 These KPI's will be discussed on a regular basis at Consultative Committee meetings and other forums. Where necessary, the Consultative Committee will discuss ways to improve KPI performance. All parties will remain committed to achieving KPI's by actioning initiatives necessary to improve KPI performance.

16 AVOIDANCE OF INDUSTRIAL DISPUTES

16.1 It is the belief of all groups involved in signing this agreement that attention to matters raised by employees is necessary for good employee relations and to prevent formal industrial disputes. Employees should use the following procedure to make sure their concerns are

looked into quickly and efficiently. Most problems can be solved at the front-line management level. The procedure is as follows:

- 16.1.1 At any time an employee may choose to involve a Union delegate.
- 16.1.2 All matters of concern by employees should be addressed to their Facilitator. (as a company representative)
- 16.1.3 If the Facilitator is unable to resolve the matter, the Facilitator and the employee should then refer it to the Department Manager and / or Manufacturing Manager.
- 16.1.4 If the department manager is unable to resolve the matter, then the department manager, Manufacturing Manager, employee and the union representative should then refer the issue to the site manager.
- 16.1.5 If the matter cannot be resolved, even with the involvement of an appropriate Union official and union delegate, it shall be referred to either a relevant industrial tribunal, or a private arbitrator acceptable to both parties. The recommendation is binding.
- 16.1.6 During the discussions status quo will remain the same and work should proceed as normal.
- 15.1.7 It is the intention of all the signing groups to follow the above procedure in every case to do with local issues, however, it is not intended as a no-strike clause.

17 EMPLOYEE HEALTH AND SAFETY

- 17.1 All parties recognise their responsibility to adhere to the terms and provisions of the latest New South Wales Occupational Health and Safety Act (the 'OH&S Act') as amended from time to time.
- 17.2 As per Section 19 of the NSW OH&S Act as amended from time to time, no person will act in such a way that would put others at risk of injury.
- 17.3 Every person will comply with all requirements for using safety, and personal protective equipment.
- 17.4 All equipment will be operated safely and operators will ensure all safety equipment is operational.
- 17.5 Breaking this clause will be regarded as a breach of conduct. As such an official warning will be issued in conjunction with counselling as prescribed in clause 22, 'Counselling Procedure'.

18 UNIFORMS AND PROTECTIVE CLOTHING

18.1 A full time employee, upon the beginning of their employment will be issued with five sets of shirts & trousers/skirts/overalls. Two jackets and or a SBA approved bomber jacket will also be supplied in line with company policy should the employee be required, as part of normal

Registered Enterprise Agreement

Industrial Registrar

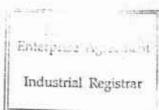
- employment to work in cold, wet, or exposed conditions. Safety shoes/supplied footwear will be exchanged when necessary.
- 18.2 A part time employee will be issued with three sets of shirts and trousers/skirts/overalls. One jacket and or a SBA approved bomber jacket will be supplied in line with SBA policy should the employee be required, as part of normal employment to work in cold, wet, or exposed conditions. Safety shoes/supplied footwear will be exchanged when necessary.
- 18.3 Casual employees, after 3 months employment will be issued with 2 sets of shirts, trousers/skirts/overalls. One jacket and or bomber jacket may be supplied in line with SBA policy should the employee be required, as part of normal employment to work in cold, wet, or exposed conditions. Safety shoes/supplied footwear will be exchanged when necessary.
- 18.4 Uniforms, jackets and footwear will be replaced on a needs basis by exchanging the old for the new.
- 18.5 Permanent's will have 5 sets of uniform at all times, part timers will have 3 sets of uniform at all times and casuals will have 2 sets of uniforms at all times according to clause 18.3.
- 18.6 Each employee is responsible for the good care of the issued uniform and protective clothing.
- 18.7 Where necessary, suitable protective clothing or appliances such as gloves, ear plugs, goggles, respirators, protective footwear etc. shall be provided by SBA and shall be worn by the employee.
- 18.8 Where required, suitable waterproof clothing/rubber boots shall be provided by SBA for the use of employees required to work in the open in wet weather conditions. Such waterproof clothing will be issued on an individual basis.
- 18.9 All items provided by SBA must be returned to SBA on termination.

19 BEREAVEMENT LEAVE

- 19.1 Three days paid bereavement leave will be provided on the death of a family member. A family member is defined as a spouse, de facto spouse, child, parent, grandparent, grandchild or sibling, a same sex partner, or a relative (by blood, marriage, or affinity, and living in the same household).
- 19.2 SBA will consider approving additional leave, up to 5 days (paid), in particularly traumatic bereavement circumstances and where an employee must attend an overseas funeral service for a family member.
- 19.3 SBA may require evidence of the need to take bereavement leave.

20 PAYMENT OF WAGES

20.1 The wages and allowances of all employees will be paid no later than the finish of the employee's shift on Thursday of each week by electronic funds transfer.



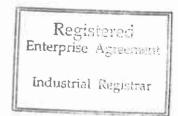
- 20.2 It is the employee's responsibility to advise SBA in writing of their particular banking details or any change in their banking details.
- 20.3 Should it be required to terminate an employee's service all outstanding monies will be paid within twenty-four hours by SBA.
- 20.4 Outstanding money owing to employees due to SBA or bank error will be processed within 24 hours of notification. (Delays may occur in EFT transfers depending on banking systems)

21 SUPERANNUATION ARRANGEMENTS

- 21.1.1 The following arrangements apply with regard to compulsory Superannuation Guarantee Charge (SGC) SBA contributions and additional SBA contributions.
 - 21.1.1 SBA will contribute on behalf of employees the following SGC contributions:

Effective 1 July 2000 8% Effective 1 July 2002 9%

- 21.1.2 Those employees who contribute an additional 1.5% of their weekly earnings to superannuation will have their payment "matched" by SBA. This means that SBA will make an additional 1.5% contribution for those employees. This matched payment is available to permanent fulltime employees and permanent part time employees.
- 21.1.3 The matched payment made by SBA and referred to in sub-clause 21.1.2 above will reduce to 0.5% effective 1st July 2002 when the SGC increases to 9%
- 21.1.4 Employees may elect to have their superannuation contributions made to any of the following superannuation funds:
 - Snack Foods Limited Superannuation Fund
 - ASSET
 - 3. LUCRF
 - 4. APS



22 COUNSELLING PROCEDURE

- 22.1 Performance or work habits issues will be dealt with by the Facilitator in a quick manner. SBA views the decision to counsel employees as a serious occurrence and will always ensure that fairness and reasonableness apply in each case.
- 22.2 In every case where a performance or work habit issue occurs a first discussion will take place to make the employee aware of the issue and to give the employee a chance to explain and to fix the situation or problem. The discussion will then be followed up within a timeframe established by the Facilitator, the employee and the union delegate/employee representative.
- 22.3 Should the employee not meet the agreed standards then a second discussion will take place at which time a first written warning will be issued. Again the discussion will be followed up

- within an agreed time frame. Should the employee not meet the agreed standards then a second written warning will be issued.
- 22.4 Following an opportunity to meet agreed standards of performance should the employee still fail to meet the standards then his/her employment will be terminated.
- 22.5 Not including the above, SBA will dismiss any employee without notice for gross negligence, wilful misconduct, or gross incompetence. Wages shall be paid up to the time of dismissal only.

23 TERMINATION OF EMPLOYMENT

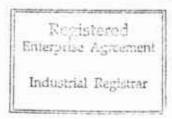
- 23.1 An employee may terminate his or her employment by giving SBA notice for a time period of not less than one week.
- 23.2 SBA shall provide to the employee a written statement specifying the period of his or her employment, his or her classification or the type of work performed and any training successfully completed by the employee. In addition where appropriate, reference will be made to the employee's likely grading under any general industry classification system.

24 COMPANY / UNION RELATIONSHIP

- 24.1 SBA acknowledges the importance of union membership and the right of the relevant unions to represent the interests of their members employed by SBA. To facilitate the relationship, Snack Brands Australia will:
 - a) In the formal induction processes conducted by SBA for new employees, organisers or delegates of the NUW and the AWU shall be permitted to attend and address those employees on their rights in respect of union membership and to distribute union publications and material.
 - b) SBA will on request by an employee, provide payroll deduction services for union fees. Such fees will be remitted to the relevant union on a monthly basis with appropriate information to enable proper reconciliation to be carried out

25 NO FURTHER CLAIMS

25.1 The parties agree that there will not for the duration of this agreement, pursue any extra claims for changes in relation to the matters dealt with by this agreement.



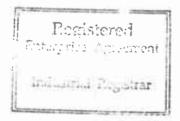
26 SCHEDULE OF AGREEMENT

Representing Snack Brands Australia		
Representing Shack Branco 1240		
/Maldonde 22/2/01		
David Wooldridge, Operations Site Manager		
Witness		
1 22/2/01		
Adam Kocks, Logistics North Manager		
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Representing the Smithfield Consultative Committee		
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Joe Ciappara, AWU delegate		
Witness		
1/2/01		
Peter Marsh, NUW (NSW Branch) delegate		
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Representing the Australian Workers Union (AWU)		
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Russ Collison, AWU State Secretary		
Witness		
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Warren Baker, AWU Organiser	Enley 11-2	a Salenant
Representing National Union of Workers (NSW Branch)	Industrial	Registrar
Representing National Officers (Now Dranes)	<u></u>	
21.02.01	•	
Frank Belan, NUW (NSW Branch) State Secretary		
Witness		
M. Beml. 21.2.01.		
Marisa Bernadi , NUW (NSW Branch) Organiser		
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APPENDIX 1

SNACK BRANDS AUSTRALIA

REDUNDANCY POLICY



1 COMMITMENT

- 1.1 It is the Company's policy to do everything it can not to make employees redundant. At all times the company will work to preserve employment opportunities.
- 1.2 Consistent with this, it is the intention of the Company to afford all employees affected by the introduction of new technology or changed work methods, the needed training in order to perform alternative employment within the Site.
- 1.3 The provision of Redundancy entitlements will only be used as a final option in special circumstances which as a result of either economic conditions adversely affecting Company business performance which require general headcount reduction or on individual grounds where as a result of work changes the age, or work background preclude satisfactory re-training.
- 1.4 In all cases the company will first attempt to retrain employees affected by the change if this is not possible the company will ask for volunteers. The final stage is to proceed by way of redundancy based on the principle of "last on, first off" with the skill mix and classifications of employees being taken into account.

2.0 REDUNDANCY CONDITIONS

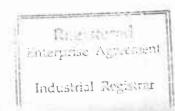
- 2.1 Four weeks notice plus four weeks for each year of service calculated on a pro-rata basis to date of termination.
- 2.2 Paid interview time of thirty-two hours to attend any job interviews arranged by employees during the notice period. Proof of attendance will be required.
- 2.3 Where an employee accepts and commences a new job prior to the expiry of the notice period, payment will only be made up until the date of termination and the Redundancy Benefits (excluding the balance of the notice) will also apply.
- 2.4 Employees over the age of 45 will receive one extra week notice.

3 ENTITLEMENTS

- 3.1 Payment of Annual Leave: All accrued and pro-rata annual leave entitlements will be paid. Annual leave loading will be paid on all accrued leave.
- 3.2 Payment of Long Service Leave: Pro-rata long service leave after five years' continuous service.
- 3.3 All employees begin accruing long service leave from the start of employment.
- 3.4 Payment of Superannuation: Full superannuation redundancy entitlements as per Trust Deed.

4 PART TIME EMPLOYEES

4.1 Part time employees will receive the same payments as full timer's, calculated on a pro-rata basis for each year of service or the casual entitlement, whichever is the greater.



5 CASUAL EMPLOYEES

- 5.1 Casual employees will only be entitled to a redundancy payment as a result of a Plant or Section shutdown in which they were employed.
- 5.2 Casual employees with less than one years' continuous service will be paid a lump sum amount of \$500.00.
- 5.3 Casual employees with more than one years' continuous service and less than five years' continuous service will be paid a lump sum amount of \$ 1,500.
- 5.4 Casual employees with more than five years' continuous service will be paid a lump sum amount of \$ 3,000.

6 REDUNDANCY PAYMENT EXCLUSIONS

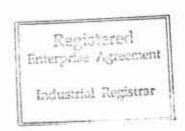
6.1 Employees dismissed for any reason other than redundancy are excluded from the entitlements contained in this appendix.

7 PAYMENT CALCULATION

7.1 Current rate of pay means ordinary weekly base rate including over-award payments but excluding shift penalties.

8 GENERAL

8.1 The parties agree that the terms and conditions of the redundancy benefits and the formula for payments described herein shall operate in respect to the termination of employees engaged in the Company's Smithfield operations and will not become additional to any severance/redundancy payments and conditions which arise as a consequence of Government legislation except where the statutory provisions exceed.



Appendix 2

Snack Brands Australia

Smithfield Enterprise Agreement

Registered Enterprise Agreement

Industrial Registrar

Competency Structure and Standards

Level 1 Core Competencies

1	.0.	1	works	under	routi	ne	supervision	
	_	_			-		41 04	

- 1.0.2 is responsible for the quality of his/her own work, and
- 1.0.3 exercises basic decision making
- 1.0.4 possesses a good interpersonal and communication skills
- 1.0.5 implement sound personal hygiene practices
- 1.0.6 handles raw materials and product hygienically
- 1.0.7 participates effectively in teams
- 1.0.8 explains and implement the Good Manufacturing Practice Code
- 1.0.9 uses the internal communication system effectively
- 1.0.10 implements work place OHS practices
- 1.0.11 undertakes duties in a safe and responsible manner
- 1.0.12 identifies and reports on health and safety hazards
- 1.0.13 monitors the quality of own work

1.1 Packaging Stream Competencies

- 1.1.1 explain the packaging process
- 1.1.2 starts and stop the packaging process
- 1.1.3 hand pack product to optimum machine efficiency levels
- 1.1.4 weigh finished product
- 1.1.5 stack finished product
- 1.1.6 identify and report basic machine faults
- 1.1.7 clean equipment
- 1.1.8 operate hand pallet trolley
- 1.1.9 transfer waste material
- 1.1.10 operate tape machine
- 1.1.11 cleaning and housekeeping

1.2 Processing Stream Competencies

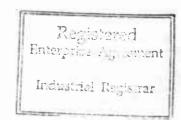
- 1.2.1 identify and report out of standard processing performance and quality
- 1.2.2 prepare raw material for processing
- 1.2.3 perform trim and pare and picket processes
- 1.2.4 apply basic hygiene and sanitation procedures

1.3 Sanitation and Waste Water Stream Competencies

- 1.3.1 grounds cleaned and maintained to SBA standards
- 1.3.2 clean amenities with cleaning schedule to hygiene standard

1.4 Warehousing Stream Competencies

- 1.4.1 general labouring and cleaning duties
- 1.4.2 order assembling including picking stock
- 1.4.3 loading I unloading of product
- 1.4.4 satisfying internal and external customer needs
- 1.4.5 operation of computer keyboard / keypad to carry out stores work
- 1.4.6 checking, documenting and recording of goods, materials and components



- 1.4.7 basic inventory control
- 1.4.8 use of hand trolleys and pallet trucks

1.5 Quality Assurance Stream (All QA points in this draft are to be reviewed by QA and the training committee)

- 1.5.1 collect samples from production and raw materials for analysis
- 1.5.2 audit finished product for compliance to specification
- 1.5.3 enter collected data into computer reporting systems
- 1.5.4 is able to set up equipment for analytical techniques

Level 2 Core Competencies: in addition to the competencies of level 1

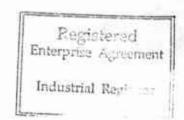
- 2.0.1 works under limited supervision,
- 2.0.2 may co-ordinate the work of other employees under general supervision, and
- 2.0.3 is responsible for the quality of his/her own work
- 2.0.4 is able to operate an entire packaging line or a production sub system involving more than one production process
- 2.0.5 is able to work from complex instructions and procedures
- 2.0.6 possesses sound interpersonal and communication skills
- 2.0.7 uses practices to prevent food contamination from physical agents
- 2.0.8 applies effective techniques to enable cross cultural communication
- 2.0.9 identifies and reports occupational health and safety hazards and injuries

2.1 Packaging Stream

- 2.1.1 sets up the packaging machine for operation
- 2.1.2 operates the either a flat jaw or rotary jaw packaging machine at the agreed standard of optimum efficiency and waste
- 2.1.3 closes down at the end of run
- 2.1.4 prepares performance reports
- 2.1.5 changes over between products
- 2.1.6 identifies faults in the process
- 2.1.7 completes basic running adjustments to packaging equipment

2.2 Processing Stream

- 2.2.1 sets up the processing line for operation
- 2.2.2 operates the whole process line to standard under normal conditions
- 2.2.3 closes down at end of run
- 2.2.4 prepares performance reports
- 2.2.5 identifies faults in the process
- 2.2.6 completes basic running adjustments to packaging equipment
- 2.2.7 licensed/certified to operate a fork lift



2.3 Sanitation and Waste Water Stream

- 2.3.1 work area and equipment cleaned to hygiene and sanitation standards within cleaning schedule and safety requirements
- 2.3.2 cleaning chemicals handled and stored safely
- 2.3.3 waste is disposed in accordance with environmental requirements
- 2.3.4 floor and walls cleaned to hygiene and OH&S requirements
- 2.3.5 chemicals used for cleaning handled using appropriate safety clothing according to OH&S & manufacturers specifications
- 2.3.6 cleaning tools and equipment maintained in operational working order
- 2.3.7 prepare equipment to process product hygienically

2.4 Warehousing Stream

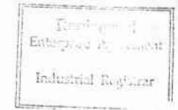
- 2.4.1 is licensed and/or certified to operate all appropriate materials handling equipment, eg. forklift.
- 2.4.2 inventory and stores control, manually and on computer
- 2.4.3 computer operation using intermediate keyboard and/or keypad skills to carry out warehouse work including problem solving
- 2.4.4 routine maintenance of equipment and machinery, eg replace batteries
- 2.4.5 control receival of materials
- 2.4.6 control transfer of materials
- 2.4.7 control storage of materials

2.5 Quality Assurance Stream

- 2.5.1 conduct all QA test methods
- 2.5.2 report non compliance to specification to operators and management
- 2.5.3 hold and reject products based on measured values
- 2.5.4 understand all documentation for process control (production control points, specifications)
- 2.5.5 is able to set up all equipment for analytical techniques
- 2.5.6 identifies faults in systems
- 2.5.7 chemicals handled and stored safely

Level 3 Core Competencies: in addition to the competencies of level 1 and 2

- 3.0.1 works with minimal supervision
- 3.0.2 is responsible for the quality of his/her own work
- 3.0.3 has decision making responsibility within policies and plans
- 3.0.4 operates an entire production system from raw materials to finished product or,
- 3.0.5 operates more than one packaging/production/warehouse system or line
- 3.0.6 uses practices which prevent contamination by chemical and microbiological agents
- 3.0.7 possesses sound interpersonal and communications skills
- 3.0.8 interact with internal clients about matters related to the workplace
- 3.0.9 monitor and implement workplace OH&S practices
- 3.0.10 can organise and lead team meetings



3.1 Packaging Stream

- 3.1.1 undertakes minor adjustments and repairs to equipment
- 3.1.2 afters packaging machine set up for optimum performance
- 3.1.3 assists with planning the production schedule to maximise efficiency
- 3.1.4 troubleshoots to identify and overcome packaging problems
- 3.1.5 conducts the entire range of in-process tests as per SBA specifications
- 3.1.6 operates both flat jaw and rotary jaw packaging machines at the agreed standard of optimum efficiency and waste
- 3.1.7 arrange the maintenance of equipment

3.2 Processing Stream

- 3.2.1 undertake minor adjustments and repairs
- 3.2.2 set up processing line for maximum efficiency
- 3.2.3 conduct IPS audit to identify non-standard equipment set up
- 3.2.4 assist with planning production schedule to maximise efficiency
- 3.2.5 troubleshoots to identify and overcome packaging problems
- 3.2.6 conducts the entire range of in-process tests as per SBA specifications
- 3.2.7 operates the entire production line
- 3.2.8 arrange the maintenance of equipment

3.3 Sanitation and Waste Water Stream

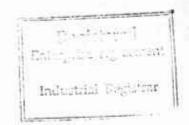
- 3.3.1 critical points of the process which impact on contamination are monitored to ensure appropriate hygiene and sanitation control
- 3.3.2 waste and pest control procedures are implemented to achieve compliance with hygiene, sanitation and environmental requirements
- 3.3.3 critical points of the process which impact on contamination are monitored to ensure appropriate hygiene and sanitation control

3.4 Warehousing Stream

- 3.4.1 can manage the handling of special products eg. chemicals, solvents, waste.
- 3.4.2 responsible for the quality control of the work of other storemen without being responsible for their direction
- 3.4.3 performs inventory level analysis and makes decisions within policies and plans
- 3.4.4 can open and close warehouse facility
- 3.4.5 arranges the maintenance of equipment

3.5 Quality Assurance Stream

- 3.5.1 is able to conduct capability studies on all processes and systems
- 3.5.2 is able to conduct food safety, hygiene and hazard analysis audits
- 3.5.3 communicate with suppliers on raw material issues
- 3.5.4 understand all plant processes in general



Level 4 Core Competencies: in addition to the competencies of level 1, 2 and 3

- 4.0.1 exercises considerable supervisory responsibility
- 4.0.2 has the ability to take full responsibility for the section under their control
- 4.0.3 Possesses highly developed level of interpersonal and communication skills.
- 4.0.4 has responsibility for production quality control
- 4.0.5 assists with in house training programs
- 4.0.6 operates with complex systems
- 4.0.7 monitor and maintain hygiene and sanitation standards
- 4.0.8 support other workers in their development and use of hygiene standards
- 4.0.9 interact with external clients about routine matters
- 4.0.10 support other workers in the acquisition of skills by the use of coaching and mentoring skills
- 4.0.11 operate the process control system
- 4.0.12 contribute to improving OH&S

4.1 Packaging Stream

- 4.1.1 organise and conduct material balance to identify waste reduction
- 4.1.2 calculate and prepare packaging labour standards

4.2 Processing Stream

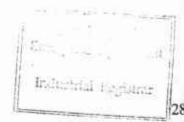
- 4.2.1 organise and conduct material balance to identify waste reduction
- 4.2.2 calculate and prepare processing labour standards

4.3 Sanitation and Waste Water Stream

- 4.3.1 hygiene and sanitation problems are identified and rectified promptly to minimise impact of contamination and spoilage
- 4.3.2 hygiene and sanitation performance is recorded in the reporting system
- 4.3.3 can instruct employees in the use of chemicals
- 4.3.4 can treat injuries arising from chemical handling
- 4.3.5 statutory requirements are understood and explained to other
- 4.3.6 conduct audit of hygiene and sanitation performance to verify compliance to SBA and statutory requirements
- 4.3.7 can analyse and investigate to resolve problems
- 4.3.8 make recommendations arising out of investigations, follows up implementation

4.4 Warehousing Stream

- 4.4.1 implement quality control techniques.
- 4.4.2 sound working knowledge of all stores duties below this level and of SBA operations and product.
- 4.4.3 responsible for quality control of the work of other storemen and their day to day direction.
- 4.4.4 perform all stores activities, utilising all equipment
- 4.4.5 manage all the information within the warehouse
- 4.4.6 co-ordinates the maintenance of equipment



4.5 Quality Assurance Stream

- 4.5.1 determine and implement new process control limits through statistical analysis
- 4.5.2 implement food safety, hygiene and risk control measures for processes within factory
- 4.5.3 investigate issues and develop solutions for non compliance to specifications or for improvement of current practices
- 4.5.4 monitor and suggest recommendations for the quality system

Level 5 Core Competencies: in addition to the competencies of level 1,2, 3, and 4

- 5.0.1 completed the appropriate (trades/management) TAFE college Qualifications with the support of SBA
- 5.0.2 has accountability/reporting responsibility
- 5.0.3 plans and implements in house training programs
- 5.0.4 troubleshoot in complex production and warehouse situations
- 5.0.5 using systems analysis recommends system redesign and modification
- 5.0.6 plans operation of complex production and warehousing processes
- 5.0.7 can set complex instructions for a team or section to work to
- 5.0.8 develop and monitor the implementation of safe work practices
- 5.0.9 will normally direct the operation of complex production and warehousing processes
- 5.0.10 present a cohesive argument on the basis of well planned and organised data
- 5.0.11 oversee production processes and performance
- 5.0.12 demonstrate highly developed interpersonal and communication skills