

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/275

TITLE: The Smith's Snackfood Company Ltd - NSW Regional Distribution Centres - Enterprise Agreement 2001

I.R.C. NO: IRC02/600

DATE APPROVED/COMMENCEMENT: 6 March 2002/1 May 2001

TERM: 30 April 2002

NEW AGREEMENT OR VARIATION: Replaces EA00/28

GAZETTAL REFERENCE: 13 September 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of The Smith's Snackfood Company Ltd who fall within the coverage of The Smith's Snackfood Company Distribution Consent Award employed at Lambton, Orange, Port Macquarie, Queanbeyan, West Tamworth, Wagga Wagga and Newcastle.

PARTIES: The Smith's Snackfood Company Limited -&- National Union of Workers, New South Wales Branch

THE SMITH'S SNACKFOOD COMPANY LTD

- NSW REGIONAL DISTRIBUTION CENTRES - ENTERPRISE AGREEMENT 2001

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1. Arrangement

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2. Title

This agreement shall be referred to as The Smith's Snackfood Company Ltd – NSW Regional Distribution Centres – Enterprise Agreement 2001.

3. Operation of Agreement

This agreement shall take effect from the first pay period on or after 1 May 2001 and shall remain in force until the first pay period on or after 30 April 2002. The next agreement will take effect, including the operative date of any wage increase, from 1 May 2002.

4. Parties Bound

This agreement applies to The Smith's Snackfood Company Ltd., the National Union of Workers (NSW Branch) and to all persons employed under its terms in regional distribution centres in the State of New South Wales.

5. Agreement Area, Incidence and Coverage

This agreement prevails over The Smith's Snackfood Company Distribution Consent Award to the extent of any inconsistency with this award, in so far as it applies to the operations of The Smith's Snackfood Company at the sites listed below.

This agreement shall apply to employees of The Smith's Snackfood Company employed under its terms in the classifications set out herein at 52 Young Street, Lambton, 176 March Street Orange, 5/8-12 Acacia Avenue Port Macquarie, 6 Forster Street Queanbeyan, 74 Duri Road West Tamworth and Unit 1,4 Blaxland Road Wagga Wagga in the State of New South Wales. Coverage of this agreement will also be extended to the new location of the Newcastle depot scheduled to take effect during late 2001.

6. No Extra Claims

It is a term of this agreement that no party will pursue any extra claims for the duration of this agreement.

7. Classification Structure, Wages and Allowances

The following levels and rates of pay shall apply from the first pay period on or after 1 May 2001. This represents an increase of 4%, rounded to the nearest 10 cents.

Classification	Competency Requirements	Amount Per Week \$
3	An employee appointed to Classification 3 will have been assessed as competent in all Classification 2 competencies and in addition performs the following functions as required: <ul style="list-style-type: none">• Team/site leadership• KPI reporting• Inventory management• Order entry• Customer service• Training and assessment	674.90
2	An employee at Classification 2 will have been assessed as competent in all Classification 1 competencies and in addition performs the following functions as required: <ul style="list-style-type: none">• Crane, van or forklift operation• Stock returns and rotation• Vehicle loading and unloading• Pallet control and documentation• Receiving and dispatch procedures• Stocktaking	592.00
1	An employee at Classification 1 will have been assessed as competent in all competencies listed below: <ul style="list-style-type: none">• Order assembly• Hand trolley/pallet truck operation• Telephone procedures• Pallet/container stacking and unstacking	565.90

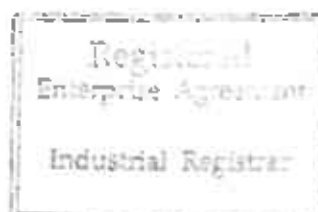
There will be one Classification 3 employee appointed at each regional distribution centre. Other employees, when required to temporarily relieve in this role, will be paid an additional \$10 per day.

The above rates are inclusive of all allowances, including meal allowances for working overtime. The amount paid for meal money will increase by 4% to become \$7.07.

8. RDO Accumulation

Accumulated RDO hours (i.e. ordinary hours worked in excess of 38 per week) which are banked by an employee may be either:-

(a) taken as paid ordinary time off work on the request of the employee providing at least 48 hours' notice and with the agreement of the Company (such agreement not to be unreasonably refused); or



(b) taken as paid ordinary time off on the advice of the Company providing at least 48 hours' notice to the employee (such period may be reduced in the case of an emergency).

9. Uniforms and Protective Equipment

Smith's will supply each employee with uniforms, safety equipment and/or footwear in accordance with the Company site policy. The employee must wear the supplied uniform, equipment and/or protective equipment as directed during working hours.

Uniforms, safety equipment and footwear remain the property of the Company. On termination of employment, the employee must return all uniforms, equipment or footwear provided by the Company in accordance with the Company site policy.

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10. Weekend Rates of Pay

Weekend work will be required at the Newcastle RDC only during the life of the agreement on a trial basis to support a business project. Weekend rates of pay for work performed as part of ordinary time will be:

- Time and a half for hours worked on a Saturday
- Double time for hours worked on a Sunday

The above rates of pay will apply only at the Newcastle RDC for the life of this agreement only. In the event that weekend work at the Newcastle RDC is required beyond the life of this agreement, future rates of pay will be subject to further consultation and agreement between the parties which would form part of negotiations for the next agreement.

Existing employees employed prior to 1 May 2001 will not be required to perform weekend work to support the business project, unless they elect to do so of their own accord.

11. Counselling and Disciplinary Procedure

The primary purpose of this procedure is to ensure all employees are informed of and given the opportunity to meet the standards required by the Company.

(a) Issues warranting counselling or discipline are separated into two types:

(i) *Behavioural Patterns*. These are continuing or repeated breaches of Company 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, excessive sick leave or not following correct procedures.

(ii) *Behavioural Incidents*. These are specific incidents where an employee's conduct breaches generally accepted or Company-specific standards of behaviour. Examples include abusive or threatening language or refusal to comply with instructions.

(b) Fundamental breaches of the contract of employment including theft, fighting or other major breaches will result in instant dismissal.

(c) Four methods of counselling and discipline apply :

(i) *Informal Counselling*. This is a "caution on the run" where an employee is informally reminded or informed of a problem. The purpose is solely to make the employee aware of the problem so that it can be rectified. This counselling may be delivered in a one-on-one or group setting and no personnel file record is made.

(ii) Formal Counselling. This involves an employee being called into a discussion away from the immediate work area and informed of a problem. A personnel file note should be made to record that the counselling occurred but is not considered a written warning.

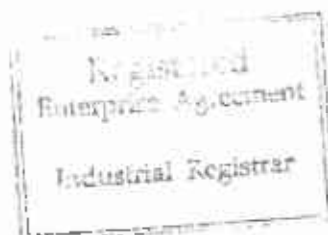
(iii) First Written Warning. This involves a formal discussion between an employee and supervisor or manager. A site union representative or co-worker of the employee's choice should be present unless the employee elects otherwise. The employee is to be provided with the opportunity to write comments and to receive a copy of the written warning.

The First Written Warning includes a reference that a continuation or repeat of the problem *may* lead to the termination of employment.

(iv) Final Written Warning. This involves a formal discussion between an employee and a supervisor or manager. The employee is encouraged to have a site union representative or co-worker of their choice present. The employee is to be provided with the opportunity to write comments and to receive a copy of the written warning.

The Final Written Warning includes a reference that a continuation or repeat of the problem *will* lead to the termination of employment.

(d) Selection of Counselling Methods. For Behavioural *Pattern* issues, Informal or Formal Counselling should precede the warning procedure. 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 accepted practice.



12. Dispute and Grievance Settling Procedure

This procedure for settling grievances and avoiding disputes is based on consultation, co-operation and discussion with the objective of minimising disruption to working relationships and the performance of work.

Step 1 - In the event an employee has a grievance, the employee in the first instance shall attempt to resolve the matter with the site co-ordinator.

Step 2 - If the grievance is not resolved in Step 1, the employee or the employee's site representative may refer the matter to the next level of management for discussion. If requested by either party, the grievance/dispute may be committed to writing.

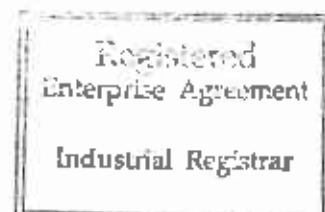
Step 3 - If the grievance is not resolved in Step 2, the matter shall be referred to the senior manager responsible for regional distribution centres and the relevant Union official. This should occur as soon as it is evident that the discussion in Step 2 will not result in resolution.

Step 4 - If the grievance is not resolved in Step 3 after the parties have genuinely attempted to achieve settlement, then notification of the existence of a dispute may be given to the Industrial Relations Commission of New South Wales.


Throughout all stages of this procedure, normal work practices shall continue. While an issue is being processed via these procedures, the status quo shall remain and normal work will continue.

13. Union Recognition

Consistent with Clause 4 (Parties Bound), the Company recognises the National Union of Workers (NSW Branch), its officials and/or elected delegates as the only organisation able to make representations on behalf of members employed under the terms of this Agreement.



SIGNED in agreement for and on behalf of The Smith's Snackfood Company Ltd:


NAME: Deborah Travers
DATE: 14.1.02

SIGNED in agreement for and on behalf of the National Union of Workers' (New South Wales Branch) by the State Secretary.

Derrick Belan
NAME: DERRICK BELAN
DATE: 30-01-02

